

2020 HOWELL FARMER'S MARKET
HARVEST MARKET AND HOLIDAY MARKET
EXTENSION APPLICATION

(PLEASE PRINT, EXCEPT WHERE SIGNATURES ARE REQUIRED)

Days and Time: Sunday mornings from 10:00 a.m. until 2:00 p.m.

October 4 until October 25, 2020

November 15 (Weather Date – November 22) Holiday Market

December 13 (Weather Date – December 20) Holiday Market

Location: Municipal Building Parking Lot, 4567 Route 9 North, Howell, NJ 07731

Site Fee Schedule:

\$60.00 Full Season for Existing Vendors (4 Sundays in October and 2 Holiday Markets)

\$40.00 Half Season for Existing Vendors (4 Sundays – October Only)

New Vendors \$70.00 for Full Season (Season Fee plus \$10.00 Application Fee)

\$20.00. per single day

Non-Refundable Payment of \$60.00 required for Full Season, \$40.00 for Half Season must be transmitted with Application, payable to Howell Farmer's Market Association.

Name of Vendor: _____

Contact Person: _____

Address: _____

Phone Number(s) Day: _____ **Night:** _____

Email Address: _____

What is your specialty? _____

What will you be bringing? (Please be specific so that we can avoid having duplicate product as much as possible):

Please list any date(s) you are unable to attend, if applicable: _____

HOWELL FARMERS MARKET

GENERAL RULES AND REGULATIONS

1. The Howell Farmer's Market Association has the right to amend the Rules without notice as conditions or experience may warrant.
2. Complete Applications with deposits for full or half season must be received by Sept 8 2020. If any checks are returned unpaid, vendor will be denied stall space until all payments are current and any charges associated with unpaid checks are reimbursed to the Association.
3. All Vendor applications must be signed and acknowledge the applicant's understanding and agreement to adhere to all Howell Farmers Market Rules & Regulations.
4. All vendor applications must be completed in full and include copies of all applicable permits and/or certificates, including but not limited to:
 - Insurance naming both the Township of Howell and Howell Farmer's Market Association as an Additional Insured; (*If you are an existing vendor and have provided us with an insurance declarations page for a policy that runs through December 2020, please note this on your application.)
 - Hold Harmless Agreement – Witnessed; and
 - County Board of Health Permits (if applicable).
5. Vendors must provide sufficient product for market hours
6. All prices must be clearly posted during market hours.
7. Regulations & Licenses: Vendors are responsible for compliance with applicable municipal, county, state and federal regulations, such as (but not limited to):
 - Agricultural business license;
 - Pesticide licensing and safe use;
 - Compliant scales (*i.e.* inspected and sealed by the appropriate Weights and

Measures authorities);

- State sales tax collected and reported as required;
- Organic certification on claimed products as required (Vendor must disclose whether products are organically grown or non-organically grown);
- Food safety, sanitation, health permits and labeling requirements pertaining to the items for sale;
- State Inspection of nursery stock required for selling whole plants for replanting (packs or pots).

8. Vendor Types:

- Agricultural: Local farmers that produce and grow one of more of the following product: fruit, vegetables, plants,(annuals, perennials, herbs) cut flowers, dairy products; eggs;
- Specialty Food: Food Vendors must take an active part in making/baking the items they sell. Items shall be for offsite consumption only, including baked goods, jams, jellies, salsas, dips, honey, etc. All specialty food products must be prepared in a commercial kitchen inspected and approved by the applicable Departments of Health. Packaged and processed products must be labeled with the name of the farm or producer, the address and the weight of the contents.
- Handcrafted wares: non-food craft vendors may offer their own handicrafts consistent with local and seasonal interest.

9. No peddlers or unauthorized vendors will be permitted at the Market.

10. Stall space:

- Vendors must accept the stall space assigned by the Market Manager. Size of the stall space will be approximately 200 SF or as determined.
- All Vendors shall keep their vehicles, merchandise and tables within marked spaces or as Market Manager designates. Pedestrian flow may not be congested due to a Vendor's set-up.
- Vendors are required to arrive no later than 9 a.m.

- Set up must be completed prior to 10:00 a.m.
 - In the event a vendor is late or does not show, the Howell Farmers Market reserves the right to release reserved space to another vendor 30 minutes before the Market begins.
 - No vehicles may pull in or out of the market area during the market hours of operation.
 - Vendors must maintain their stall space in a sanitary condition. Each Vendor shall remove containers, waste and trimmings before leaving the Market
 - Market will be open during inclement weather subject to manager's decision.
 - Vendors must have a 10' X 10' canopy or larger.
 - Breakdown may not begin until 2:00 p.m.
11. Liability Insurance. Vendor will obtain insurance consistent with the requirements herein and provide the Howell Farmer's Market Association with a Certificate of Insurance and Hold Harmless Agreement. Vendor understands and agrees that neither the Howell Township Farmer's Market Association nor the Township of Howell's Insurance provides coverage whatsoever on the behalf of the Vendor.
12. Safety and Health Guideline:
- Every stall shall have a trash box for public use.
 - No display tables may be filled over carrying capacity, items on the display must be stable, table legs must be secure and tables must not cave in.
 - All connecting rods of the shade set-ups must be tied to vendors table or vehicle or otherwise secured with weight, tarps must be securely fastened.
 - No stakes may be driven into the parking lot.
 - All boxes or crates of produce or other food products must be kept 6" Off the ground. (State Health and Safety Code)
 - No smoking by Vendors is permitted during Market hours.

INDEMNITY AGREEMENT (* New vendor's only)

To the fullest extent permitted by law, _____ agrees to defend, pay on behalf of, Indemnify and hold harmless the Township of Howell, Its elected and appointed officials, its agents, employees and volunteers, and The Howell Farmer's Market Association, LLC, and its' members against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township of Howell, its elected and appointed officials, Its agents, employees, volunteers and The Howell Farmer's Market Association and its' members, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the entity's use of the Howell Municipal Building Parking Lot, 4567 Route 9 North, Howell, NJ and/or its participation in the Howell Farmers Market in general.

By: _____

Date: _____

For: _____
(Print Name)

Witness: _____

(Address)

(City, State, Zip Code)

SCHEDULE OF INSURANCE

Notwithstanding the indemnification and defense obligation of the Facility User/Vendor the Facility User/Vendor shall provide at Its own cost and expense proof of the following insurance to the Municipality and The Howell Fanner’s Market Association:

General Liability including Products and Completed Operations With a Minimum combined single limit of liability per occurrence for bodily Injury and property damage of five hundred thousand dollars (\$500,000.00). The Township of Howell and the Howell Farmers Market Association shall each be named as an Additional Insured.

FAILURE BY THE FACILITY USER/VENDOR TO SUPPLY WRITTEN EVIDENCE OF REQUIRED INSURANCE AND TO MAINTAIN THE SAME FOR THE DURATION OF THE MARKET SEASON SHALL RESULT IN IMMEDIATE TERMINATION OF THE VENDOR’S RIGHT TO PARTICIPATE IN THE HOWELL FARMERS MARKET.

The Insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Municipality. The Facility User/Vendor shall take no action to cancel or materially change any of the Insurance required under this Agreement without the Township of Howell’s prior approval. The maintenance of insurance under this section shall not relieve the Facility User of any liability greater than the limits or scope of the applicable insurance coverage.

By signing below you agree to adhere to the Rules and Regulations and that you have read and understand all Requirements of the Howell Farmers Market.

Signature: _____ Date: _____

Please Return Completed Application to:

ManagerHowellFarmersMarket@gmail.com OR with deposit by regular postal service mail to:

Mr. Jerry Barron
Attn: Howell Farmer’s Market Association
37 Danella Street
Howell, NJ 07732

Contact information:

Joan Osborne: President, Monday - Friday 8:30am to 4:00pm (732) 794-7705 Cell or managerhowellfarmersmarket@gmail.com

Kathi Novak: Secretary (arjuna@optonline.net)

Elaine Taylor: Vice President (shangrilafarmsllc@aol.com)

Amber Twomey: Market Manager (betsyandlolas@gmail.com)

Jerry Barron: Treasurer (gjerrybarron@aol.com)

Joseph Clark: Township Attorney (732) 938-4500 Ext. 2102

Office Use Only

Date Rec'd _____ Check No. _____ Amount _____

Insurance Certificate: _____

Expiration Date: _____