



RULES, REGULATIONS and ACKNOWLEDGEMENT 2024– 2025 SEASON

BuyLocalLee.com
(REVISED 4/24)

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Local Roots, LLC is known throughout the community for offering quality markets with friendly vendors, reasonable prices, and a wide variety of items. City and County permits as well as host sites set specific criteria of what items can be sold at the market and vary throughout. Selecting a potential vendor is based on several key factors to include but not limited to: number of vendors with similar products, number of available spaces, type of product, methods and quality of display, etc.

All vendors must complete the Local Roots, LLC Farmers Market application. Please note that your application does not guarantee acceptance as a vendor for any or all of the markets. Jean Baer and Betsy Ventura, Managers of Local Roots, LLC, referred to herein as the “Market Managers” reserve the right to refuse participation by any applicant. There are no rights of entitlement or exclusive rights based upon when an application was submitted, space assignments, type of origin of product, or number of years in the Market. Participation shall be determined at the sole and absolute discretion of the Market Managers.

VENDOR FEES

- Space location at each market can vary and as such, **ONE** “retail space” is defined as 10’ x 10’. Space cannot be divided, shared, transferred, or sub-let without approval from the Market Manager. One tent is allowed per space for retail purposes. The use of any additional tents must be approved by Managers and may require additional payment. Some markets can offer 10x20 deep spaces.

- Market Managers reserve the right to assign all vendor spaces. The application lists the price of each space, per week per market. **This fee is due on the 15th of the month and is payable as a monthly fee.** It is the responsibility of the vendor to submit their payment. **A late fee of \$25 per market applies after the due date and will be enforced.** Payment can be in the form of cash, check payable to Local Roots, LLC, or Venmo under LocalRootsJB *Credit cards are not accepted nor can payment be collected via Quickbooks.*
- ***When you are accepted, you are responsible for fees each month from when you start market until the last day the market ends for season or until last day you are accepted for. If you don't or can't complete your fulfillment, you will still be required to pay.**

It is the responsibility of the applicant to instruct their staff or representatives on all the following rules and regulations

FOOD AND PRODUCTS

- No PLASTIC STRAWS or Non-compostable PLASTIC BAGS are allowed in the following markets: Sanibel, Captiva and Boca Grande.
- Vendors may not sell products not listed on the application.
- Market Managers reserve the right to prohibit tips at any or all the booths if deemed necessary.
- Agricultural items such as fruits, vegetables, flowers, plants, baked goods, meats, cheeses, and seafood are considered acceptable items for the Farmers Market. **All fruits and vegetables sold must be grown in the state of Florida or be marked with signage that is visible to the customers detailing where the item was grown.** Failure to comply with this regulation will be cause for immediate termination from the market. All items are expected to be fresh and empty boxes and crates stored neatly.
- All products sold must meet the requirements of local and state agencies and, if sold by weight, the scale must be approved by the Department of Agriculture and the Bureau of Weights and Measures.
- Prices that are competitive with other vendors and our region are expected. There shall be no price gouging permitted at the market.
- If product is “Sold Out” please place a sign stating such at your booth.
- Sales tax, where required by the State, is the responsibility of the seller.

BOOTH & PARKING

- Vehicle spaces for the vendor as well as their staff will be assigned (not to exceed 2 vehicles unless approved by the Market Manager) and must be adhered to. Parking locations are subject to change throughout the market season. **Violators will be fined \$25. Special exceptions may be granted upon approval from the on-site management and/or market managers.**
- Vendors are responsible for all their booth materials to include tents, tables, chairs, weights, etc.
- During teardown, vendors must pack all products and take down tables/tents **prior** to bringing their vehicle into the market.
- Vendors can set up 2 hours prior to the opening of the market and must vacate the premises no later than 1.5 hours after closing (unless otherwise noted).
- Vendor vehicles must be removed from the market area at least 15 minutes prior to the start time.
- All vendors are responsible for removing their trash and providing their own trash containers. The area in and around your location must be cleaned prior to leaving the market. Vendors cannot dispose of wastewater or contaminated ice at the market location.
- Booths requiring fire extinguishers must be in working order and in compliance with fire code regulations.
- Vendor areas should be neat, attractive, appealing and in good sanitary condition. Signboards, flags, etc. must be in good taste and not affect the general flow of traffic or block the front of any other vendor. Signage is not allowed outside the footprint of the market unless approved. Market Managers reserve the right to not allow signage that conflicts with this regulation.
- Flyers, menus, etc. that the vendors would like to hand out at the market must be approved by the Market Managers.
- **Again, ALL tents during every market must have weights or be staked into ground while set up, for the protection of the customers, vendors, and property. A \$25 fine will be charged if your tent is not secure.**

WEATHER AND HOURS OF OPERATION

- The Farmers Market will be open for operation on all holidays unless noted in the application. Vendors are expected to participate.
- The Market will not be closed due to inclement weather unless regulated by the county. If lightening is in the area while at the Boca Grande Market, The County requires that all sales must be halted until they give the clear. All vendors and employees must stay inside their car during lightning. Refunds will not be issued.
- Market space is reserved for the month and absent participation on a day does not warrant a refund.
- Vendors are expected to be present on the days they have reserved. In the event of an absence, vendors must notify the Market Managers. Failure to do so could result in the vendor being expelled from the market. No refunds will be issued. Please contact the appropriate Market Manager or Managers only between the hours of 6 a.m. and 9 p.m. **Multiple absences may affect future participation in the market.**

LICENSING, PERMITS, AND INSURANCE

- Vendors are responsible for confirming with the Department of Agriculture which permits, certifications, licenses, or business tax receipts are required by calling 239-533-7512 or 239-533-7514. Vendors may also want to review the following web sites for additional information:

http://www.freshfromflorida.com/fs/mobile_guide.pdf

<http://www.myfloridalicense.com/dbpr/hr/ServicesThatRequireALicense-PublicFoodService.html>

- Upon acceptance to the market, all vendors will need to submit a **hard copy** of current Certificate of Liability Insurance in which the applicant is the insured and Local Roots, LLC as well as all other appropriate entities are named as additional insured. The Certificate must cover all dates on which the applicant is a vendor at the selected Farmers Market. The insurance specified in the Certificate must have limits of at least \$100,000 per occurrence and \$1,000,000 aggregate. The address for Local Roots, LLC for insurance purposes is 1418 Sandcastle Road, Sanibel, Florida 33957

GENERAL RULES

- No alcohol can be consumed on the premises.
- Vendors and/or their representatives are not permitted to smoke within the footprint of the market. Each market will have a designated area.
- Music is not allowed to be played at your booth location or coming from your vehicle unless approved by the Market Manager.
- Vendors and/or personnel working on behalf of the vendor are not permitted to bring pets to the market or in their vehicles.
- Proper dress attire is always required. Management requests that no tank tops or sleeveless shirts be worn by men. Should the Market Managers find the dress to be inappropriate, they reserve the right to request that the vendor and/or their personnel change.
- Vendors and employees must always wear shoes.
- All vendors are expected to be courteous to customers and fellow vendors.
- No hawking, shouting, or cursing at customers or other vendors is permitted.
- Vendor's children must always be supervised.
- It is the responsibility of the vendor to ensure that proper email addresses and phone numbers are on file with Local Roots, LLC. Communication is through email and the Local Roots Member Facebook page.
- Any disputes or grievances shall only be taken to the Market Managers. No talking "behind the backs" of other vendors or customers will be tolerated.
- The Market Managers reserve the right to terminate a vendor at any time and immediately without cause. No refunds will be issued.
- CDC guidelines will be applied if necessary.

**ACKNOWLEDGMENT OF RECEIPT
LOCAL ROOTS, LLC FARMERS MARKET
RULES AND REGULATIONS 2024-2025 SEASON**

I HEARBY AGREE THAT I HAVE RECEIVED A COPY OF THE FARMERS MARKET RULES AND REGULATIONS, 2024 - 2025 SEASON (described herein as “the Rules”) I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE RULES. I UNDERSTAND THAT LOCAL ROOTS, LLC, D/B/A/ IS THE OPERATOR OF THE LISTED ON THIS FORM, FARMERS MARKETS. THE AUTHORIZED REPRESENTATIVES OF LOCAL ROOTS, LLC, ARE ITS MANAGERS JEAN M. BAER AND ELIZABETH F. VENTURA, AS WELL AS OTHER INDIVIDUALS OF THEIR DESIGNATION WHO ARE REFERRED TO THROUGHOUT THESE DOCUMENTS AS THE “MARKET MANAGERS” I UNDERSTAND THAT LOCAL ROOTS, LLC AND THE MARKET MANAGERS RESERVE THE RIGHT TO LIMIT OR DISCONTINUE THE PARTICIPATION OF A VENDOR AT ANY TIME. THE MARKET MANAGERS RESERVE THE RIGHT TO ASK THAT UNSUITABLE OR UNAPPROVED PRODUCTS BE REMOVED FROM THE SALE. I HAVE MET ALL LOCAL, STATE, AND FEDERAL HEALTH, INSPECTION, AND LICENSING REQUIREMENTS PRIOR TO SELLING PRODUCTS AT THE MARKET.

I SHALL NOT HOLD THE FACILITY IN WHICH THE MARKET IS LOCATED, IT’S OWNERS, IT’S DEVELOPERS, IT’S STAFF, LOCAL ROOTS, LLC OR EITHER MARKET MANAGER INDIVIDUALLY RESPONSIBLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY THAT EITHER MY REPRESENTATIVES OR I MAY INCUR WHILE SELLING AT THE MARKET. I ACCEPT FULL FINANCIAL LIABILITY FOR MY ACTIONS, AND ALL PRODUCTS THAT EITHER I OR MY REPRESENTATIVES SELL AT THE FARMERS MARKET.

I FURTHER AGREE TO IMDEMNIFY, DEFEND, AND HOLD HARMLESS, I SHALL NOT HOLD THE FACILITY IN WHICH THE MARKET IS LOCATED, IT’S OWNERS, IT’S DEVELOPERS, IT’S STAFF, LOCAL ROOTS, LLC OR EITHER MARKET MANAGER FROM AND AGAINST ANY AND ALL CLAIMS, AND ACTIONS FOR INJURY, DAMAGE OR LOSS TO PERSONS OR PROPERTY OR OTHER LIABILITIES OR EXPENSES WHATSOEVER, INDLUDING COURT COSTS, AND ATTORNEY’S FEES, RELATED TO OR ARISING OUT OF MY OR MY AGENT’S ACTIONS, OMISSIONS, AND OPERATIONS WITH THE FARMERS MARKET.

Printed Name / Title

Signature

Company Name

Date

Participating in the following market/markets: _____
