



# MARKET SQUARE FARMER'S MARKET

## VENDOR PARTICIPATION AGREEMENT

Thursdays, May 14 - October 29, 2020

Market Hours: 10:00 a.m. - 2:00 p.m.

Produced by: *Pittsburgh Downtown Partnership (PDP)*  
925 Liberty Avenue, 4th Floor, Pittsburgh, PA 15222

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*Thank you for your interest in participating in the Market Square Farmers Market. Please review the following carefully. These terms must be accepted for participation in the 2020 Farmers Market.  
All terms are subject to change at the sole discretion of PDP.*

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### PARTICIPATION

Vendor participation and approval is at the sole discretion of the PDP. At any time, approval may be withdrawn and further participation denied without recourse.

#### **Acceptance and Fees**

Vendor fees are not refundable and must be paid in full by the invoiced deadline. Vendors will not be permitted to set up without receipt of full payment. If the Market is cancelled in advance for any reason, including predicted severe weather, and/or if the PDP is unable to offer a make-good date, partial fees may be refunded.

#### **Certificate of Insurance**

Accepted Vendors must provide a Certificate of Insurance with a minimum of \$1,000,000 general liability coverage naming both the PDP and the City of Pittsburgh as additionally insured. Certificates must be submitted by the deadline given by PDP. Vendors will not be permitted to set up without receipt of Certificate of Insurance. Alcohol Vendors must provide Certificate of Insurance with Liquor Liability, a valid Liquor License, and Farmer's Market Permit to PDP a minimum of two weeks prior to first scheduled Market attendance.

*For your liability insurance needs, Veracity Insurance Solutions offers programs specifically designed for different types of vendors. Learn more about Artist, Crafters, and Tradesmen (ACT) Insurance AND Food Liability Insurance Program (FLIP) [here](#). PDP does not endorse any insurance company; however, many of our vendors find these programs to be a cost-effective option. Use code **PDP10** for \$10 off when purchasing a Veracity Insurance Solutions policy.*

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### RULES AND REGULATIONS

#### **Attendance**

Vendors are required to be present on all dates for which they are accepted. No refunds will be issued and no make-good slots will be provided for Vendor cancellations. Failure to provide advance notification for an absence or more than two (2) absences in one season may result in permanent removal from the Market. The Market is held rain or shine; inclement weather is not an acceptable excuse for Market absence.

#### **Setup, Operating Hours, Teardown**

Market operating hours are 10:00 a.m. to 2:00 p.m. Sales may not be conducted prior to the Market's opening bell. Vendor setup begins at 8:00 a.m. and must be completed by 9:55 a.m. No set up may begin earlier than 8:00 a.m. and all vehicles must be removed from Market Square by 9:45 a.m. Teardown begins at 2:00 p.m. and must be completed by 3:00 p.m. Vehicles will not be permitted to enter the Square until 2:15 p.m. Early teardown is not permitted unless explicitly approved by PDP staff.

#### **Location**

PDP determines the location of each Vendor. Locations are subject to change at any time entirely at PDP's discretion. Vendor's location is in no way guaranteed regardless of precedent or history.

### **Tents**

Vendors are required to provide their own tent and all equipment necessary to their operation. Tent size is strictly limited to the size approved during application process.

### **Tent Weights/Anchors**

Tent weights are mandatory; tents must always be anchored on each leg with at least 160lbs (total weight). Vendors will not be permitted to set up without proper weights.

### **Products and Merchandise**

The PDP reserves the right to approve all products and merchandise in advance and further reserves the right to require removal of any items deemed, at the PDP's sole discretion, inappropriate, inferior or inconsistent with the merchandise listed on the Vendor's approved application. Exclusives are not guaranteed to any Vendor.

### **Displays and Signage**

Vendors must keep all products, displays, signage, storage, etc. within their allotted footprint. Vendors are not permitted any signage (free standing, A-frames, flag banners, etc.) that extends beyond the footprint OR exceeds the height of their tent

### **Adjacent Space**

Vendors are permitted three (3) ft of space directly behind their tent for back of house operations. This back of house space must be kept organized and presentable and must not impact pedestrian thoroughfare.

### **Line Management**

Vendors who experience success in drawing large crowds are responsible for the management of recurring consumer lines produced by their operation. Lines should not block entrances to Market Square or impede neighboring Vendor spaces. Vendors will be required to provide stanchions or similar mechanisms for line management if determined necessary and requested by PDP at any point throughout the season.

### **Electricity**

Access to electricity is not guaranteed; requests are subject to approval and must be made during the application process. Vendors are required to bring their own extension cords and adhere to safety and ADA requirements. Cords must be taped securely to the ground. Any pedestrian injuries arising from Vendor extension cords are the sole responsibility of the Vendor/insurer.

### **Vendor Classification**

All Vendors must be classified as either Produce, Processed Food, Prepared Food, or Alcohol Vendors (see Vendor Application for qualification details). Vendors who offer products in one or more categories will be classified in the category with the higher Vendor Fee. **Only accepted Prepared Food Vendors will be permitted to offer ready-to-eat foods.** Vendors falsifying or misrepresenting their products' legitimacy, origins or classifications is strictly prohibited and may be grounds for permanent removal from the Market

### **Classification Regulations**

- **Prepared Food:**

The number of prepared food spaces available at the Market Square Farmers Market is limited; Prepared Food Vendors must be operational in rain or shine, as they are required to be open for all dates they are accepted for regardless of weather conditions.

**Prepared Food Vendors are required to completely cover the surface beneath their cooking area.**

Vendors are required to exercise extreme care during cooking and removal of grease and/or oil products. The Vendor is solely responsible for any costs incurred for the cleaning and restoration of any damaged or stained surface.

- **Produce Vendors:**

Resale Produce for 2020: Resale of certain seasonal produce items will be permitted through June 25, 2020, given that the farm of origin is clearly labeled to the customer and items are not presented as products of your farm. Resale produce is still required to be grown locally (within 200 miles of Downtown Pittsburgh). If the origin of a seasonal produce item comes into doubt during the market season, any purchase information/documentation on the item must be provided upon request. Reselling of produce will not be permitted under any circumstances after June 25, 2020.

The complete list of produce intended for resale must be listed on the Vendor Application and may not change during the market season once approved. Vendors will be required to remove items not previously approved.

- **Alcohol Vendors:**

Alcohol Vendors are subject to any and all policies set forth by the Pittsburgh Downtown Partnership and the Pennsylvania Liquor Control Board. The PDP reserves the right to limit sample size & number of samples per

guest and will enforce mandatory age restrictive signage for Vendor booths. See Alcohol Vendor Requirements and Regulations for specific guidelines. Alcohol Vendors must provide a valid Liquor License, Farmer's Market Permit and agree to Alcohol Vendor Requirements and Regulations.

### **Supplemental Nutrition Assistance Programs**

- **Just Harvest Fresh Access Program**  
Fresh Access enables shoppers to use their food stamps, as well as credit and debit cards, in exchange for tokens at the Market to buy fresh, nutritious food. Vendors are encouraged to participate and accept tokens for a cash value exchanged with Just Harvest.
- **Farmer's Market Nutrition Program**  
Vendors are required to inform PDP if they are registered with the Pennsylvania Department of Agriculture to accept enrolled members of the Farmers Market Nutrition Program. Visit this link to PA Dept. of Agriculture's web site to find out more information on the program:  
[https://www.agriculture.pa.gov/Food/food\\_assistance/Farmers%20Senior%20Farmers%20Market%20Nutrition%20Program/Pages/default.aspx](https://www.agriculture.pa.gov/Food/food_assistance/Farmers%20Senior%20Farmers%20Market%20Nutrition%20Program/Pages/default.aspx)

### **Smoking**

Due to City Ordinance, smoking in Market Square is not permitted

### **Fire Extinguishers and Open Flames:**

All Prepared Food Vendors must provide an operating fire extinguisher within their tent that is visible to event producers & staff in the event of an emergency. No open flames are allowed at any time.

### **Trash**

Vendors are responsible for disposing of their own trash. Trash is not to be left next to Market Square garbage cans or in Vendor booth space. Additional fees will be charged if trash is not removed. Cooking oil is not to be disposed of onsite.

### **Parking**

Vendors will be provided access to a reserved parking space for ONE (1) vehicle during designated hours on Market dates, 8:00am – 3:00pm. Location will be assigned by the PDP and may vary. Vehicles will not be permitted to park in locations other than what is assigned. The make, model and license plate number of each vehicle must be registered with the PDP ahead of Market participation. Non-registered vehicles will not be granted parking privileges and are subject to towing and/or ticketing. The 2020 Farmers Market pass must be visibly displayed on the dashboard of registered vehicles at all times. The PDP reserves the right to revoke parking privileges and/or Market participation due to violations. All parking details are subject to change.

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## **LEGAL & LIABILITY DISCLOSURE**

### **Government Licenses and Taxes**

Vendors are responsible for complying with all requirements and regulations necessary to conduct business in the Commonwealth of Pennsylvania and the City of Pittsburgh. Vendors may be inspected at any time by government agencies.

### **Food Inspections and Permits**

Vendors are subject to inspection at any time by the Allegheny County Health Department. Allegheny County Health Department Rules and Regulations for temporary food facilities are found at the following link:  
[https://alleghenycounty.us/uploadedFiles/Allegheny\\_Home/Health\\_Department/Programs/Food\\_Safety/TempFood\\_Fac\\_guide.pdf](https://alleghenycounty.us/uploadedFiles/Allegheny_Home/Health_Department/Programs/Food_Safety/TempFood_Fac_guide.pdf)

Vendors are required to submit the applicable health permit application documents along with any permit fees to the Allegheny County Health Department and will not be permitted to set up without approved permits. ACHD requires that permit applications be submitted before the start of the Farmer's Market season.

### **Vendor's Indemnity**

Vendor shall indemnify, defend, and save and hold the PDP, the City of Pittsburgh and their respective officers, employees, directors, representatives, agents or assigns of either PDP or the City of Pittsburgh, harmless from and against any and all claims, suits, actions, damages, liabilities or expenses (including actual attorney's fees and costs) arising from or out of, or in any way related to or connected with the Vendor's participation in the Market or the use by the Vendor or its agents, employees, or contractors, guests, or invitees of the Market.

Should Vendor default in payment or performance of any obligation of Vendor hereunder, Vendor agrees that PDP shall have, in addition to each and every remedy available at law or in equity, the following rights and remedies which may be exercised by PDP at its sole discretion and without prior notice to Vendor: the right to terminate Vendor's participation in the Market; the right to seek specific enforcement of Vendor's obligations under this Agreement; and the right to secure and remove any and all of Vendor's property from the Market area, at PDP's sole discretion and at Vendor's expense.

**Vendor Remedies**

Vendor specifically waives any and all claims, suits, actions, damages, liabilities or other remedies arising from or out of, or in any way related to or connected with the Vendor's participation in the Market or the use by the Vendor or its agents, employees, or contractors, guests, or invitees of the Market. PDP provides no guarantee of results of event to Vendor.

**Force Majeure**

The PDP shall not be liable for any damage, cancellation, or modification of the Market under any circumstance, except as specified elsewhere in this document, including but not limited to conditions beyond their control (including but not limited to accidents, breakdowns, strikes, interruptions or failure of services, supplies, equipment, labor, energy or infrastructure, acts of war, terrorism or similar threats to security; or orders or decisions of any court or governmental body, authority or agency, or other causes) which make it impractical or inadvisable to hold the Market.