

Proposal

A

Dear City of Yachats, Parks & Commons and Heather Hoen

Our desire is to give the community, visitors, and the City of Yachats a vibrant well run open air market, where fresh seasonal produce and products made by artisans can be offered to the public.

We have to the best of our knowledge fulfilled your requirements to do business as the

--- We have the application for the City Business License which we will turn in if we are rewarded the proposal, as well as a State License to do business.

We would like to continue with the same layout as in the past along 4th street with the option to expand around the back of the building.

Do to the late start, an exception will be made this year for the deadline on the applications. Friday May 10 at 12:00PM no later, we will honor seniority of vendors who were with last year's market at the close of the season.

\$35.00 for the use of the grounds and extra port-a-let are fair and we agree to your terms.

We look forward to doing business with you and our community.

Rules for

Vendors will:

- Submit an application annually
- All applications must be in April 30 at 5:00pm for consideration. No other applications will be accepted after said deadline.
- Returning vendors must submit the application by the deadline to maintain the seniority of the space.
- If an extra space is needed it must be marked on the application.
- Submitting an application does not guarantee a place in the market or selling rights.
- Pictures and or samples of all products to be sold at the market must be sent in with the application. Returning vendors must include new products for consideration.
- Applications will be reviewed by Jury and Market Manager.
- The Market Manager and Jury reserve the right to determine if a product category is represented adequately.
- Vendors will be notified promptly after review, of whether their application was accepted or declined.
- All vendors must comply with local, county, state and federal regulations/ certifications related to their product. Vendors are solely responsible for the liability of their product and requirements that need to be met. Failure to do so will result in the declining of application or expulsion from the market.
- All vendors must carry a 2,000,000 liability insurance policy holding county, state, business and property owners indemnified of responsibility.

Membership and Fees

- An annual fee of \$40.00 will be paid the first day of the market season along with the booth fee.
- \$25.00 will be paid for the daily space you are assigned.
- Fees will be collected by the Market Manager during the course of the market.
- If you need to cancel vendors must notify the Market Manager by 12:00pm on the Saturday before the market. Failure to do so will result in an additional daily fee of \$25.00 the following week. Exceptions will be made for emergencies.
- Vendor space will be assigned by the Market Manager and if deemed necessary for the health of the market you may be moved to another space.

Behavior/Environment

- Behavior of vendors will be courtesies to customers, other vendors, staff and volunteers at all times. Failure to do this will result in being removed from the market for a time determined by the Market Manager.
- No "Hawking" of products. No attracting customers who are not in your space. No selling or distributing of samples outside of your space.
- No discrimination based on race, color, creed, gender, sexual orientation, age or nationality.
- There will be only non-noise producing generators allowed, such as battery or solar run.
- Smoking of any substance is prohibited in the market. Violators will be asked to leave.
- Vendors agree to recognize the authority the Market Manager has been given to uphold and enforce the rules and regulations of the market.

Positions

The persons that will be running the

- The Market Manager will be a paid position, to handle the day to day operations of the market. The Set-up, take down, collection of fees and enforcement of the rules and regulations.
- A Bookkeeper will be a paid to insure the fiscal responsibility of the market.
- Jury will be comprised of 6 members plus the Market Manager: Three community members and three vendors with the Market Manager to break ties.

2019 Vendor Application and Agreement
(PLEASE PRINT CLEARLY)

Vendor Name:

Business/Farm Name:

Address:

City: _____ State: _____ Zip: _____

Mailing Address (if different):

Home Phone: _____ Cell: _____

Email:

Website:

I authorize _____ to post my name and email address on the market's website and to provide this information to customers who request it. Yes NO_____

Emergency Contact

Name: _____ Relationship: _____

Phone: _____

Vendor Type:

Agriculture Vendor Please describe products you intend to sell. New vendors must include photos of some product grown/processed.

Food Vendor Please provide a detailed description of the food you intend to sell. New vendors must include photos of all products.

Artisans/Crafters Please provide a detailed description of the arts/crafts you intend to sell. New vendors must include photos of all products.

If you wish to add items not listed on your application after the beginning of the market season, you must submit an amendment to your application, and items must be approved prior to being offered for sale.

Vendor Fees:

All spaces \$25 weekly (approximately 10x10)

Yearly membership fee \$40.00

Please indicate the number of spaces needed.....

Special Needs/Requests:

License, Permit and Insurance Requirements:

Please refer to the Market Rules to assure that all required licenses, fees and insurance documents are submitted with your application. Applications submitted without copies of required licenses and insurance documents are considered incomplete and will not be reviewed by the jury committee.

Market Attendance:

Please indicate which market days you expect to attend.

May	June	July	August	September	October	12	2	4*
	4	6						
19		9	7	11	8			13

26	16	14	18	15	
	23	21	25	22	20
	30	28		29	

Please Note: * La De Da, ** Mushroom Festival

Vendor Agreement:

The undersigned vendor (Vendor") fully and completely agrees to the following terms and provisions:

1. _____ Vendor has read and understands the "General Rules" and agrees to be bound by the terms and conditions outlined in them.
2. _____ Vendor agrees to exercise the utmost care in the use of facilities and properties of the _____, the City of Yachats, The Yachats Commons and adjoining private and public properties.
3. _____ Vendor agrees to indemnify and hold harmless Lincoln County, the City of Yachats, XXXXXX, _____ ("Market") and its manager, directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("claims"), including claims arising by reasons of accident, theft, injury or death caused to persons or property of any kind arising out of, in connection with, or incident to the _____ except those caused by the sole negligence of the _____, Lincoln County or the City of Yachats.

Vendor Signature:_____ Date:_____

Fees are due the first day of the Market.

Please retain a copy of this signed document for your records.

Proposal

B

April 4, 2019

Yachats Parks and Commons Commission

Heather Hoen

441 Hwy 101 N

Yachats, OR 97498

Dear Ms. Hoen,

Many long time vendors, Yachats residents and community members have worked diligently with me to provide the Yachats Parks and Commons Commission with an acceptable proposal for leasing the space traditionally used for the . My proposal specifically refers to the space that was leased in the past by the "Friends of the Commons."

With the generous support of vendors and community members, I will be providing an open air market where lovers of farms, food, arts, music and community can gather together, a tradition as old as civilization.

will operate as it has for many years on Sundays from 9:00 am until 2:00 pm every Sunday from Mother's Day until the Sunday of the Mushroom Festival, on July 4th, and on the Saturday of the Mushroom Festival.

If there are any issues that would keep this proposal from complying with the general standards required by any individual/group that leases space from the Yachats Commons, please promptly inform us, in writing, so that we may rectify the issue/s directly.

Sincerely,

XXXXXX

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between The City of Yachats and XXXXXX, doing business as _____, P.O. Box 181, in the city of Yachats, in the State of Oregon, hereinafter referred to as the "Market."

THE MARKET AGREES TO:

1. Provide insurance coverage for the
2. Secure space for vendors on the South (Fourth Street), East, and West sides of the Commons building during Market operational hours
3. Name a representative of the Market to be a liaison between the City of Yachats and the Market
4. Organize and solicit vendors for the Market from May through October or as determined by the City of Yachats
5. Solicit vendors representing both agriculture and crafts - - whenever possible will conform to the 50/50 guideline as recommended by the City of Yachats
6. Determine the hours of operation for the market not to extend past 2:00 PM as prescribed by the City of Yachats (extended by two hours on July 4th)
7. Cooperate with other groups using the Commons Facility
8. Advertise the Market as deemed necessary for successful operation
9. Comply with all local and state requirements for food handling where applicable

FURTHERMORE, THE MARKET AGREES TO:

1. Term. The term of this agreement shall commence on the first day of May, 2019 and terminate on the last day of October, 2024, unless terminated prior to that date as set out hereinafter.
2. Termination. This Agreement may be terminated at any time with or without cause, by either party upon thirty (30) days written notice.
3. Notice. Any notice required to be given hereunder shall be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, to the address set out herein above.
4. Payroll Tax. Any agreement within the Market organization for payment for services is outside this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in the presence of:

"Market"

Signature/s

Printed Name/s

Witness

Witness

City of Yachats

Signature/s

Printed Names/s

Witness

Witness

Insurance Summary

Jean Murphey, Insurance Agent

Coast Insurance
777 Maple St, Ste 1
Florence, OR 97439
Office: 541-997-3455
Fax: 541-997-1009
Email: jean@coastinsurance.com

\$2,000,000 Liability Insurance
With a clause Indemnifying the City of Yachats

Policy Term: 05/12/2019 - 5/12/2020

Carrier(s):

RSUI Indemnity Company - 945 E. Paces Ferry Rd.
Atlanta GA 30326

Non-Admitted

Hull & Company, LLC is responsible for collecting and filing the Surplus Lines taxes

+++ This form is intended to supply the insurance information without revealing my identity, as requested by the Yachats City Manager. Please note that this form is simply a summary. I currently possess the actual insurance documents and will gladly submit them upon request.

Structure

Person in Charge:	<p>A Local Resident/Business Owner</p> <p>Provides vendors with a pleasant, functioning, and safe venue where they can sell locally grown and crafted wares.</p>
Manager: (paid position)	<p>A Local Resident</p> <p>Attends to the day to day operations of the market, including, but not limited to the following: vendor interactions; applications; market layout; scheduling; rule enforcement; fee collections; public relations; and facilitating communication and connection between the Vendors and the Person in Charge, as well as between the market and the City of Yachats. The manager also sets up and tears down the physical infrastructure that is necessary for the market to operate.</p>
Publicist: (paid position)	<p>A Local Resident</p> <p>Engages various forms of advertising to regularly promote the market throughout the community of locals and tourists alike.</p>
Bookkeeper: (paid position)	<p>A Local Resident</p> <p>Maintains clear and careful records in order to preserve the financial integrity of the market and safeguard its continued fiscal viability.</p>
Jury of Peers:	<p>An Assembly of Vendors and Community Members</p> <p>Ensures that the products presented by the market vendors meet the high standards that the community has expected and enjoyed for many years. Works diligently to maintain the 50/50 standard of farms to artisans. Assists the manager in identifying resolutions to market issues.</p>

General Rules 2019

has been established in order to provide an ongoing source of locally grown produce, other food products and craft items to residents and visitors of Yachats. The local artisans and growers produce their products with passion, helping to create the vigorous and vibrant Farmers Market that locals and visitors enjoy.

Objectives

- + To provide the community access to a wide variety of fresh, in season farm products
- + To afford local farmers, nurseries and artisans an opportunity to sell their products directly to the consumer
- + To offer an informal community gathering place for residents and visitors of the Yachats area that reflects the values and talents of our community
- + To strive for 50% agricultural vendors

Applications

- + Vendors must apply annually.
- + All applications will be reviewed by _____ jury.
- + Vendors will be notified in a timely manner as to acceptance or rejection of their application.
- + Submitting an application does not guarantee selling rights or a Market space.
- + Returning Vendors must submit their applications by April 30th to retain seniority for space assignment.

- 1 _____ reserves the right to prohibit anyone from selling any product.
- 2 All new vendor applications must be accompanied by photographs or samples of products intended for sale. Returning vendors must include photos of any new products they intend to sell.
- 3 The arts/crafts of new vendors and any new products of returning vendors need to go through the jurying process.
- 4 The Market Manager has the discretion to determine if a product category is sufficiently represented and acceptable at the Market. Some categories may be allowed more vendors than others at Market Manager's discretion.
- 5 All vendors must comply with federal, state, county and local rules and regulations related to the production and sale of their products. This includes, but is not limited to, compliance with (a) federal, state and local health licensing requirements, (b) the Farmers Market Guidelines prepared by the Oregon Department of Agriculture, and (c) standards governing labeling, packaging, display and weight, including scale certification with the Oregon Department of Agriculture Measurement Standards. Failure to conform to such rules and regulations may be

grounds for removal from the Market and forfeiture of fees. Copies of all licenses, permits, insurance and certifications must be included with the vendor application. Applications submitted without required copies will be considered incomplete and may not be considered for membership. Licensing requirements change from year to year. It is the vendor's responsibility to check with the appropriate licensing authorities.

6 Vendors are solely responsible for product liability. Food and agricultural vendors are strongly encouraged to carry general and product liability insurance. Yachats Farmers Market is not responsible for any loss or damage incurred by vendors.

Membership and Market Fees

The annual fee for _____ is \$20.00. New members must submit membership fee at first market attended. Membership fee is for one season. _____.

In addition to the annual fee, each vendor must pay a daily fee for each day of the market. The fee structure is \$15.00 for a 10'x10' Space.

Space Assignment and Market Logistics

Please practice common courtesy during the setup and teardown process.

1 Spaces will be assigned by the Market Manager.

_____ retains the right to reassign vendor space at any time if deemed necessary for the overall good of the Market. Manager will try to retain established vendors' spaces when possible.

All booths are approximately 10 x 10. If your display requires a larger space, please make that note on your application. There may be a limited number of slightly larger spaces available.

2 Spaces will be allotted with priority to seniority, local product, product category and cooperation.

3 Vendors must notify the Market Manager *via email* by 3:00 pm on the Saturday prior to the Market opening if they will not be attending the Market.

~ Failure to notify the Market Manager may result in the vendor being charged for that day the following week.

~ Cancellations due to emergencies will be considered an exception to this rule. Please notify the Market Manager by phone or text at _____ or email _____ before 7:00am on Market day.

4 Market hours are 9:00am to 2:00pm.

Vendors may arrive and unload between the hours of 7:00 and 8:00am.

For safety, no vehicles should be in Market area after 8:30 am.

Vendors must be ready to sell by 9:00am.

5 All vendors must stay until the close of the Market at 2:00pm. A "Sold Out" sign may be placed in your booth space if you do sell out, but your display items must remain in place. For customer safety, vehicles cannot be pulled into loading areas until 2:15 pm.

- 6 All vendors must leave their area clean (all garbage removed, floor space swept and all debris removed) at the end of Market day. Please dispose of all trash in trash cans provided.
- 7 Vendors should vacate the market by 3:45 pm.

Context and Environment

*Please behave courteously to customers, other vendors, Market staff and volunteers.
Please conduct yourselves professionally at all times.*

- 1 There is no product "hawking" allowed. No "attracting" shoppers who are not at your booth. No selling or giving samples outside booth area.
- 2 There will be no discrimination based on race, color, creed, gender, religion, sexual orientation, age or nationality.
- 3 Proselytizing, military recruitment and political campaigning are not allowed at the Market.
- 4 Use of tobacco products by vendors is prohibited within Market Grounds, and there is no smoking within 20 feet of any door.
- 5 Internal combustion engine generators may not be used. Non-noise producing battery or solar battery generators will be allowed.

Agricultural Product Rules

Farms

1. Farmers must produce at least 90% of all items sold at Any
product not from the vendor's farm must be labeled as to where it was grown.
 - ~ Exceptions are given to Farmers "grandfathered" in.
 - ~ Any item not grown on the vendor's farm must be labeled and must include the name and location of the farm. 20
2. The term "vendor" shall include any family member or employee of the farm if they are materially involved in the farm process.
3. There is no reselling of produce from a wholesaler.
 - ~ Exceptions are given to Farmers "grandfathered" in.
4. Produce that is harvested or collected in the wild (as in mushrooms) is considered as if grown by the vendor. If the item is not grown on the actual property of the vendor a Proof of Collection permit is required.
5. All agricultural vendors must have the proper licenses, insurance and certifications necessary for the products they sell. Copies of appropriate documentation must be submitted with initial application and reissued documentation must be submitted when renewed.
 - + Meat and poultry product vendors must have an ODA license and USDA Certificate for cut meat.
 - + Any dairy products sold must be processed in a USDA certified facility.
 - + Eggs may be sold without an egg handler license and without labeling, but only by the farm that produces the eggs. Cartons must be labeled with your farm name and contact information. No resale allowed.
 - + A license is required to extract honey produced at an operation with 20 or more hives.
 - + All scales used must be certified by ODA Measurement Standards. Scales must be licensed annually and display current certification tags.
6. Vendors must post signs identifying varieties and cost of each item.
7. Farmers are encouraged to coordinate their produce varieties and products to create as much diversity as possible.

Nurseries

1. All nursery products must be grown in Lincoln, Lane, Tillamook, Benton or Polk County.
2. All vendors of live nursery stock with annual sales of \$250 or more must have a current license issued by ODA.
3. Vendors of live plants may sell plants not grown by themselves as long as they have had said plants at their location for at least 60 days.
4. All nursery vendors must comply with current ODA regulations regarding noxious or invasive species.
5. All plants must be clearly labeled and priced.

Food Vendor Rules

allows the sale of approved prepared and processed foods provided they are prepared in compliance with all Federal, State, County laws and health regulations regarding the preparation and marketing of these foods. Vendors are expected to have a significant role in the preparation of the food and those vendors using local or Market products in their ingredients will be given preference. All food vendors are responsible for obtaining proper licenses and insurance and including copies with their application. Updated copies must be provided by renewal dates.

1. Prepared and processed foods such as meat, poultry, seafood, baked goods, eggs, honey, dairy products, jams, jellies, vinegars, oils dried herbs and dehydrated fruits/vegetables and food cooked on site are some examples of products that must be processed in licensed/certified facilities. Food processing certificates we may require include:
 - + Domestic Kitchen
 - + Licensing by ODA (Oregon Department of Agriculture)
 - + Temporary restaurant license from Lincoln County
 - + Food Handlers Card
2. Approved hand washing stations are required for all vendors providing prepared food and/or samples. All vendors who offer samples must comply with applicable laws, rules and regulations, including the Farmers' Market Guidelines prepared by the Oregon Department of Agriculture.
3. City Food Tax is to be paid to the City of Yachats quarterly (5% of sales). Copies of all documentation are to be provided to the manager to be entered into the vendor's file with the registration form.

More information about licensing is available at:

Oregon Department of Agriculture; Food Safety Division, Farmers Market Guidelines.

http://www.oregon.gov/ODA/FSD/docs/pdf/fm_info_2012.pdf

Meat, poultry, dairy, seafood, baked goods and other processed foods, eggs, honey, etc.

ODA Food Safety Division

635 Capitol Street NE

Salem, OR 97301

503.986.4720

Local Contacts for Food Safety:

<http://www.oregon.gov/ODA/FSD/Pages/index.aspx>

Lincoln County Environmental Health, (for temporary restaurant licenses)

541-265-4127

Arts and Crafts Rules

1. All art and crafts must be made in Lincoln County, Lane County, Tillamook County, Benton County or Polk County.
2. All art and crafts will need to be juried.
3. All art and crafts items that a vendor intends to sell must be listed on the vendor application. Vendors will not be allowed to sell items not included on original application without approval.
4. The product must be the original workmanship of the vendor and must demonstrate quality workmanship and be safe and durable for its intended use.
5. The unauthorized use of copyright design is illegal and will not be allowed at the Market.
6. The vendors work must be predominate and the starting materials must be significantly altered and/or enhanced by the vendor.
7. Artisans may sell, subject to approval, high quality reproductions of their own original work (i.e., prints of paintings or photographs, greeting cards, apparel).
8. Soap and body care product vendors must follow federal labeling and ingredient contents requirements.
9. Vendor is defined as the person who sells the product. Absolutely no reselling is allowed.

2019 Vendor Application and Agreement

(PLEASE PRINT CLEARLY)

Vendor Name: _____

Business/Farm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (if different): _____

Home Phone: _____ Cell: _____

Email: _____

Website: _____

I authorize the _____ to post my name and email address on the market's website and to provide this information to customers who request it. Yes ____ NO ____

Emergency Contact

Name: _____ Relationship: _____

Phone: _____

Vendor Name:

Vendor Type:

Agriculture Vendor Please describe products you intend to sell. New vendors must include photos of some product/location grown/processed.

Food Vendor Please provide a detailed description of the food you intend to sell. New vendors must include photos of all products.

Artisans/Crafters Please provide a detailed description of the arts/crafts you intend to sell. New vendors must include photos of all products.

If you wish to add items not listed on your application after the beginning of the market season, you must submit an amendment to your application, and items must be approved prior to being offered for sale.

Vendor Fees:

All spaces \$15.00 weekly (approximately 10x10)

Yearly membership fee \$20.00

Please indicate the number of spaces needed. _____

Special Needs/Requests:**License, Permit and Insurance Requirements:**

Please refer to the Market Rules to assure that all required licenses, fees and insurance documents are submitted with your application. Applications submitted without copies of required licenses and insurance documents are considered incomplete and will not be reviewed by the jury committee.

Market Attendance:

Please indicate which market days you expect to attend.

May	June	July	August	September	October
12	2	4*	4	1	6
19	9	7	11	8	13
26	16	14	18	15	19**
	23	21	25	22	20
	30	28		29	

*Please Note: * La De Da, ** Mushroom Festival*

Vendor Agreement:

The undersigned vendor ("Vendor") fully and completely agrees to the following terms and provisions:

1. _____ Vendor has read and understands "General Rules" and agrees to be bound by the terms and conditions outlined in them.
2. _____ Vendor agrees to exercise the utmost care in the use of facilities and properties of _____, the City of Yachats, The Yachats Commons and adjoining private and public properties.
3. _____ Vendor agrees to indemnify and hold harmless Lincoln County, the City of Yachats, XXXXXX, ("Market") and its manager, directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("claims"), including claims arising by reasons of accident, theft, injury or death caused to persons or property of any kind arising out of, in connection with, or incident to _____, except those caused by the sole negligence of the _____, Lincoln County or the City of Yachats.

Vendor Signature: _____ Date: _____

Fees are due the first day of the Market.

Please retain a copy of this signed document for your records.

Proposal

C

A steering committee has been formed by the vendors of the Previous Yachats Farmers Market to establish the operation of the :

The committee proposes to assume operations with a Board of Directors composed of not less than five and not more than ten people, two-thirds of which will be active market vendors, the remaining members will be Yachats Community Members (Ex-Officio). The members of the board will be duly elected by the vendors of the market. Market Rules, including Rules of Conduct, By-laws shall be in place that meet all the requirements of the State Farmers Market Associations and shall be voted on by the membership at the first Vendor Market June 9, 2019.

The Board of Directors shall be responsible for the following:

- Hire a (permanent) manager to handle the daily operation of the market.
- Provide insurance to cover the " " in the amount of \$2,000,000.
- Upon acceptance of this proposal, purchase and maintain required City and State licenses.
- Receive, review and approve vendor applications.
- Hire in new vendors.
- Review and resolve any issues that arise with vendors, Market Manager or City of Yachats.
- Application will be made for the appropriate Non-profit tax status.
- Update and maintain the web page.
- Maintain the financial records and release at least twice a year to membership.
- Commitment to communication with Vendors, Community and the City of Yachats in the continued creation of thriving sustainable farmers' market.

The Market manager will be responsible for:

- Verifying that each vendor has the required licenses, permits and insurance for their product.
- Collect the weekly space rent.
- Co-ordinate the placement of vendor booths. (see layout attached)
- Set up and remove signs.
- Enforcement of Rules of Conduct
- Communicate needs of the market and vendors to the Board.

Until the Board of Directors has been elected, I am the contact person.

Phone: Email:

Interim Market Manager:

Attachments:

Market Rules Including Rules of Conduct & Application
Copy of Insurance Quotes/Pending approval of Proposal
Copy of City of Yachats Business License Application
Projected Budget
Tobacco/Smoke Free Policy
Market layout

GENERAL MARKET RULES INCLUDING RULES OF CONDUCT & ENFORCEMENT

The primary mission of the vendor led and community supported market is to support local agriculture and artisans by providing our community access to a wide variety of fresh, local, in-season farm and artisan foods, natural skin care and wellness products and direct from the producer arts and crafts; to enhance the Yachats community; and to strengthen community and families by putting healthy foods within reach.

Market Objectives:

- ❖ To provide an informal, social gathering place in an open-air setting for local and tourist alike
- ❖ To promote the Yachats community and by working with Visitors Center and Yachats Business Chamber.
- ❖ To provide affordable opportunities for local farmers, nurseries and artisans to sell their products directly to a variety of consumers while strengthening the local economy.
- ❖ To create a market that meets requirements for SNAP, WIC and Senior food support by the Oregon Department of Agriculture as a healthy benefit community and visitors.
- ❖ To provide an opportunity for local non profits to share their message within the market with a weekly free space available on a rotating basis to a variety of organizations.
- ❖ To give back financially to the community through programs like the Food Bank and YYFP

About +

- **Market Dates:**

Every Sunday, Mother's Day weekend until last weekend in October.

Plus the Yachats LaDeDa 4th of July Celebration.

- **Hours of Operation:** 9am – 2pm
- **Market Location:** 4th Street, West of Hwy 101, Including around the Commons Bldg
- **MARKET MANAGER:** (Interim Manager) :

operates with a Board of Directors composed of not less than five people and not more than ten people, two-thirds of which will be active market vendors and a third will be Yachats community members (ex-officiates). The members of the board will be duly elected by the participants of the market. By-laws shall be in place that meet all the requirements of the State Farmers Market Associations and shall be voted on by the membership. **Vendor Meetings** will be held twice per year once prior to the start of the season and again after market season end.

Vendor Product Guidelines

Product Criteria

- All products must be grown, raised, produced, created, caught, or gathered by the vendor (or vendor business partners or immediate family members), with a strong preference for vendors/products from within a 100-mile radius of Yachats, Oregon.
- Vendors are required to provide a complete list of all products they intend to sell at Market each season they apply.
- Any additions to product offerings during the Market season must be pre-approved at least 7 days in advance.

As an exception to this product criteria, prepared-food vendors may offer pre-packaged commercially available drinks for sale (e.g., bottled water, teas, soft drinks/sodas).

Product Compliance and Regulations

- All products sold must be grown or prepared in compliance with Oregon Department of Agriculture, the Oregon/Lincoln County Health Department, all required regulatory agencies specific to the product and location, and in compliance with guidelines, to ensure high quality products and Market safety.
- All vendors must comply with federal, state, county, and local rules and regulations related to the production and sale of their products. This includes, but is not limited to, compliance with (1) federal, state and local health licensing requirements, (2) the Farmers Market Guidelines prepared by the Oregon Department of Agriculture, and (3) standards governing labeling, packaging, display and weight, including scale certification with the Oregon Department of Agriculture Measurement Standards. Failure to conform to such rules and regulations may be grounds for removal from the Market and forfeiture of fees. Copies of all licenses, permits, and certifications must be included with the Vendor Application and you are responsible for providing the updates to license and insurance renewal.

reserves the right to prohibit anyone from selling any product or produce.

Vendor Applications

- All vendors must apply annually, new vendors and their products must be approved before they become Members. Returning vendors that are adding new products will need to have those items juried in prior to market. All applications will be reviewed by a jury committee (a team of 3) and vendors will be notified in a timely manner as to acceptance or rejection of application. Submitting an application does not guarantee selling rights or a market space. Vendors are responsible for keeping the market advised of your contact information.
- Vendors will be given preference for those closest to our community, but because we are a rural area, we will take application from vendors outside our county. Saturations levels for each category (Agriculture, foods, crafts, and wellness products) will all be assigned saturation level by the jury committee and approval of the board.
 - **FOR the 2019 Season ONLY** All vendors who participated in the 2018 Farmers' Market are grandfathered into the new market. An application and all other rules must be abided by, but you will not go through the jury process.
- All new vendors, **along with current members with new products**, must submit photographs or samples of their products. Photographs need to be provided by email or a link to a website/facebook/etsy etc.
- Returning vendors must submit their application by the set deadline in order to maintain seniority for the current year.
- No fees are due with the application.
- Applications must be turned in complete with licensing, insurance and all other supporting documents required.

Vendor Application Checklist

- ✓ Review of Vendor Rules. All prospective vendors and their on-site market staff must thoroughly review the current **GENERAL RULES** and have working knowledge of the policies and expectations contained within.
- ✓ Signed Vendor Application and Agreement. Vendor applications are available online. Paper copies of the application are available by request. All prospective vendors must submit a complete and signed application (online application allows for electronic signature).
- ✓ (If Applicable) Organic Affidavit. Vendors identifying their product as Organic who meet the qualifications for the Organic exemption, including having gross sales less than \$5,000 annually, may sign and submit the Organic Affidavit in lieu of posting proof of Organic certification at Market.
- ✓ (If Applicable) General Liability Insurance Certificate Naming ' , as an Additional Insured. Certain vendors are required to provide proof of liability insurance with Yachats Sunday Farmers Market as an additional named insured.
- ✓ (If Applicable) . Copies of all licenses, permits, and certifications must be included with the Vendor Application and you are responsible for providing the updates to license and insurance renewal.

Vendor Selection Criteria

board evaluates a vendor product/producer with preference for the following characteristics when determining acceptance:

- Agricultural and food & beverage product offerings
- Locally sourced ingredients/materials (i.e., sourced direct from a local producer)
- Using environmentally responsible and sustainable production methods, packaging etc.
- Artisan production and uniqueness of product
- Products grown or created by the vendor within close proximity of Yachats, Oregon
- Returning vendors that are in good standing with the Market

Market Fees and Payment Process

Payment Options

Currently all market fees must be paid by cash. We will be creating a system within our first market month to collect checks and/or others forms of payment as well.

Booth Fees

Fees listed in the following chart are for a single market booth space (10 feet by 10 feet). Additional booth spaces are charged at the same rate. **\$15 per space**

Membership Fees

The annual membership fee is **\$15 and must be paid on your first market day**. Market membership guarantees voting rights and representation on or with the Board of Directors.

Membership is valid for 1 year from the start of the market.

Market Day Logistics

Vendor Maps

Due to space limitations, no single craft vendor will be assigned two adjacent spaces within the market (unless space is available, and no other vendor is requesting the space). Farm vendors may be assigned more than one but not more than 3 adjacent spaces.

We have 5 "Drive In" vendor spaces that are available. At least 3 "Drive In" spots will be reserved for handicapped or disabled vendors first.

Spaces are assigned by the Market Manager. Seniority is one of the tools the Manager uses to assign spaces, but the overall management of the market will guide decisions with regard to space assignment and may supersede the seniority of an individual vendor in particular circumstances. The Market Manager will make every effort to accommodate vendors with disabilities.

Returning full season vendors will be given first choice of their previous years spot when possible.

The vendor map will be sent by email to all vendors at least 24 hours before the

Contact the Market Manager to request a different booth location. Requests will be considered with the intent of finding the fairest and mutually advantageous scenario for all vendors.

Please help us be especially respectful of the neighboring businesses and private residences bordering location. Inquire with the Market Manager if you have any questions related to neighbors/neighboring property of the Market location so that ... can maintain good relations and streamlined communications with Market neighbors. Do not contact any of the neighbors directly.

Vendors must notify the Market Manager by **12:00 pm on the Friday** prior to the Market opening if they will not be attending the Market via phone or email. Notice in advance of Friday afternoon is greatly appreciated.

Cancellations due to emergencies will be considered an exception to this rule. **Please call and notify the Market Manager before 7:30 am on Market day.** (Interim) _____ Put this number in your phone.

Failure to notify the Market Manager may result in the vendor being charged for that day the following week. The vendor will not be allowed to set up in any future market until this is paid.

Market Booths

- Booth spaces are 10 feet by 10 feet.
- All vendors, including nonprofit vendors, must bring all materials they need for their booth space, including canopy and tables, and are responsible for set-up, tear down and operation of their booth.
- Vendors are expected to take all reasonable precautions to provide a safe environment at their booth space.
- Winds in Yachats is often quite strong and dangerous. All vendors with canopies are required to have a minimum of **25 pound** weights on **each canopy leg** at all times. This rule will be enforced for the safety of everyone.
- No stakes are allowed, without prior authorization.
- Each booth shall have its business name (or vendor name) clearly visible signage and all licenses should be available to the public if requested.

Market Set Up

- **Vendors must be ready to sell by 9:00 am**
 - Vendors may arrive and unload between the hours of **6:30 am and 8:30 am**.
 - Please unload your vehicle first; Move your vehicle to vendor parking area; then Set up your booth
- **NO vehicles will be allowed to enter the market for unloading after 8:15am.**
- **All moving vehicles must be out of the Market area by 8:30am.**
- Vendors are required to park in designated parking areas only (NO parking in the church parking lot), leaving those parking spaces closest to the Market for our customers.

All vendors must stay SET UP until the close of the Market at 2:00 pm. A "Sold Out" sign may be placed in your booth if you do sell out. Canopy, tables, etc. must remain in place until the 2pm shut down. This rule will be vigorously enforced for the wellbeing of the entire market. Packing up early gives guests a bad impression.

- **Vehicles will NOT be allowed in the market till after 2:15pm for safety of all involved. "Drive In" spaces may NOT leave their space until 2:15pm also.**

All vendors must leave their area clean at the end of Market day. Due to possible overfill of market and city cans vendors are responsible for the disposal of their own trash. Please take your trash home with you. All market trash bins and city bins are for customer trash only. Please help us keep our commitment to the city to keep this market location clean.

- **Vendors may not block fire lanes.**

At The Market

- [redacted] strives to be environmentally conscious and reduce landfill waste. [redacted] asks that vendors use recyclable materials for serving, packaging, or covering products whenever possible.
- [redacted] does not permit proselytizing, military recruitment, political activity or the gathering of signatures for political reasons.
- We are a "Smoke Free" Market. Use of tobacco products within the Market boundaries is PROHIBITED* (Please review [redacted] Tobacco/Smoke Free Policy)
- There will be no discrimination based on race, color, creed, gender, religion, sexual orientation, age, or nationality.
- [redacted] LOVES DOGS! Dogs are allowed on leashes at [redacted] [redacted] Dogs are not allowed in any food booth and vendors may not have personal pets in their booth (per Oregon State Farmers Market Guidelines).
- Vendors are expected to behave courteously to customers, other vendors, market staff, and volunteers and always conduct themselves professionally. **Vendors may not publicly disparage other vendors, employees, volunteers, products, or the market.**

Inclement Weather Cancellations

is open rain or shine. Market cancellations are rare, but in the event of extreme weather conditions, reserves the right to cancel the Market. Cancellation may occur without advanced notice if the safety of vendors or customers is compromised. The Market Manager will contact all vendors by email and then individually by phone in the event of a cancellation prior to opening. will not be responsible for any injury or loss of property when a Market is officially closed due to weather conditions.

Customer Complaints

Customer complaints will be forwarded to vendors and kept on file each season. Complaints may result in disciplinary action including removal from the market.

RULE ENFORCEMENT

The Market Manager shall have the authority to enforce all rules. Should a vendor fail to abide by rules, the following consequences may occur:

- A major violation, such as committing an unlawful or violent act or physical or verbal abuse, will result in the immediate termination of Market participation.
- Minor violations will result in the following series of actions:
 - First violation: Verbal & Written Warning
 - Second violation: Written Warning
 - Third Violation: Incursion of a \$50 fine, with infraction corrected; and/or Immediate, temporary, or full-season suspension of market participation as determined by the board. There will be no reimbursement of vendor fees. All fines must be paid by the Thursday prior to the next market to be attended.
 - At no time shall a vendor approach a Yachats city employee with a complaint. If a vendor bypasses the board and goes to the city they will be terminated from the market and all future markets.

While these guidelines will be observed, the Market Manager has discretionary authority to impose an appropriate disciplinary action for any infraction, including barring the vendor from selling at the Market for that day. The board will then be notified of actions and take appropriate action as necessary.

Disputes Between A Vendor and The Market Manager

- Disputes between a vendor and the Market Manager will be resolved by an appeals committee.
- The appeals committee shall consist of three members of the Board, one of whom shall be a representative of the vendors.
- Members of this committee will be appointed by the President of the Board.
- Disputes shall be presented in writing to the President of the Board by both the vendor and the Market Manager.
- Agreement by two members of the appeals committee shall constitute a final decision; both the vendor and the Market Manager will be notified immediately.
- All disputes and their resolutions shall be made record of at the next regular meeting of the board.

On-site Vendor Compliance Reviews

The Market Manager will conduct ongoing on-site vendor reviews to evaluate compliance with the vendor rules contained within this document and agreed upon when a signed Vendor Application and Agreement is submitted.

Appeals Process

Anyone wishing to appeal an action of the Market Manager or has a grievance with another vendor may document the problem in writing and request a hearing by the Board of Directors. Within two (2) weeks of receiving the concern, the Board shall render a decision on the merits of the grievance and any remedies. During the grievance process, anyone who violates the market rules must adhere to the original penalty with no right to restitution for any losses. Decisions of the Board of Directors are final.

Board makes all final decisions relative to policies and their enforcement.

The Board reserves the right to approve exceptions or changes to these rules with good cause determined to be in support of the mission of the Market.

VENDOR GUIDELINES

All vendors must comply with federal, state, county, and local rules and regulations related to the production and sale of their products. This includes, but is not limited to, compliance with (1) federal, state and local health licensing requirements, (2) the Farmers Market Guidelines prepared by the Oregon Department of Agriculture, and (3) standards governing labeling, packaging, display and weight, including scale certification with the Oregon Department of Agriculture Measurement Standards. Failure to conform to such rules and regulations may be grounds for removal from the Market and forfeiture of fees. Copies of all licenses, permits, and certifications must be included with the Vendor Application and you are responsible for providing the updates to license and insurance renewal.

Licensing requirements change from year to year. It is the vendor's responsibility to check with the appropriate licensing authorities.

Vendors are solely responsible for product liability. Food and Agricultural vendors must carry general and product liability insurance. Copies need to be included in your application and updates added when licensing and insurance is renewed. It is recommended that makers of personal wellness and cosmetic products carry liability insurance. The Market is not responsible for any loss or damage incurred by vendors.

The Market Manager may at any time request to conduct a farm, kitchen, studio or business inspection visit. Failure to comply can be cause for termination.

No materials which are blatantly offensive, racially, ethnically, or sexually, shall be allowed for sale at the Market.

See Additional Materials:

- ! Arts and Crafts Rules
- ! Agricultural and Nursery Rules
- ! Food Vendor Rules
- ! Personal Wellness Product Rules
- ! Tobacco/Smoke Free Policy

FOOD VENDOR RULES

allows the sale of approved prepared and processed foods provided they are prepared in compliance with all Federal, State and County laws and health regulations regarding the preparation and marketing of these foods.

Vendors are expected to have a significant role in the preparation of the food and those vendors using unique, local, or Market products in their ingredients will be given preference. All food vendors are responsible for obtaining proper licenses and insurance and including copies with your application. **INSURANCE IS MANDATORY** for all food vendors. Updated copies must be provided by renewal dates. You will be juried into the market.

1. Prepared and processed foods such as meat, poultry, seafood, baked goods, eggs, honey, dairy products, jams, jellies, vinegars, oils, dried herbs and dehydrated fruit/vegetables and food cooked on site are some examples of products that must be processed in licensed/certified facilities. Food processing certificates we may require include:
 - Domestic Kitchen Licensing by ODA (Oregon Department of Agriculture)
 - Temporary restaurant license from Lincoln County
 - Food Handlers Card
2. Approved hand washing stations are required for all vendors providing samples. All vendors who offer samples must comply with all applicable laws, rules and regulations, including the Farmers' Market Guidelines prepared by the Oregon Department of Agriculture.

More information about licensing is available at:

Oregon Department of Agriculture; Food Safety Division, Farmers Market Guidelines.
http://egov.oregon.gov/ODA/ADMD/farmers_markets.html

Meat, poultry, dairy, seafood, baked goods and other processed foods, eggs, honey
ODA Food Safety Division
635 Capitol Street NE
Salem, OR 97301
(503) 986-4720

Local Contacts for Food Safety:

James (Jim) Moore, Food Safety Specialist, Oregon Dept. of Agriculture
jmoore@oda.state.or.us
<http://www.oregon.gov/ODA/FSD/index.shtml>
(971) 281-1318

Lincoln County Environmental Health, (for temporary restaurant licenses) 541-265-4127
<https://www.co.lincoln.or.us/hhs/page/environmental-health-0>

Agricultural Product & Nursery RULES

1. Farmers must produce at least 90% of all items sold at
 - Any item not grown on or from the vendor's farm must be labeled and must include the name and location of the farm.
2. The term vendor shall include any family member or employee of the farm if they are materially involved in the farm process.
3. Agricultural vendors must carry general and product liability insurance.
4. There is no reselling of produce from a wholesaler.
5. Produce that is harvested or collected in the wild (as in mushrooms) is considered as if grown by the vendor. If the item is not grown on the actual property of the vendor.
 - Proof of Collection permit is required
6. All agricultural vendors must have the proper licenses, insurance and certifications necessary for the products they sell. Copies of appropriate documentation must be submitted with initial application and reissued documentation must be submitted when renewed.
 - Meat and poultry product vendors must have an ODA license and USDA Certificate for cut meat.
 - Any dairy products sold must be processed in a USDA certified facility.
 - Eggs may be sold without an egg handler license and without labeling, but only by the farm that produces the eggs. Cartons must be labeled with your farm name and contact information. Eggs must be transported in a cooler with cold packs. Washed eggs must be kept refrigerated.
 - A license is required to extract honey produced at an operation with 20 or more hives.
 - All scales used must be certified by ODA Measurement Standards. Scales must be licensed annually and display current certification tags.

Seafood

1. All seafood must be sourced locally. Local source means Pacific Ocean, US West Coast.
2. The vendor must label the product with the name of the fishing vessel and date harvested
3. All vendors must have relevant permits, licenses and insurance.
4. No Farmed fish can be sold at the market.

1. Nursery Items

2. All nursery products must be grown in Lincoln County or neighboring county.
3. All vendors of live nursery stock with annual sales of \$250 or more must have a current license issued by ODA.
4. Vendors of live plants may sell plants not grown by themselves as long as they have had said plants at their location for at least 60 days.
5. All nursery vendors must comply with current ODA regulations regarding noxious or invasive species.
6. All plants must be clearly labeled and priced.

Arts and Crafts Rules

INCLUDES ALL FIBER ART/LEATHER ART SUCH AS HATS, BAGS, SHOES ETC

- 1. Vendor is defined as the person who sells the product. Absolutely no reselling is allowed.**
- 2. All art and crafts will need to be juried. Please send photos via email or you may share your website/facebook/etsy pages as an alternative.**
- 3. The product must be the original workmanship of the vendor and must demonstrate quality workmanship and be safe and durable for its intended use.**
- 4. All art and crafts items that a vendor intends to sell must be listed on the vendor application. Vendors will not be allowed to sell items not included on original application without approval.**
- 5. The unauthorized use of copyright design is illegal and will not be allowed at the Market.**
- 6. The vendors work must be predominate and the starting materials must be significantly altered and/or enhanced by the vendor.**
- 7. Artisans may sell, subject to approval, high quality reproductions of their own original work (i.e., prints of paintings or photographs, greeting cards, apparel).**

Artisan Wellness Product Rules

1. Body Wellness products are defined as lotions, balms, oils, ointments, soaps, and creams, Herbal/Mushroom Tinctures including the application of face paint and henna.
2. Milling of commercially purchased, pre-made soap or adding scents to any commercially purchased, pre-made products is not allowed
3. All body products must be labeled with the vendor's business name, the name of the product, the names of the ingredients and the net weight. All labels must meet Federal requirements. Artificial, imitation, or synthetic ingredients must be explicitly listed as such.
4. Full disclosure of all ingredients used in each product must be made available to customers.
5. All Body Wellness Products will be juried by the selection committee. Please include either photographs via email or links to website, facebook, etsy etc.
6. All wellness care products must be produced by the vendor in Oregon. Priority will be given to skin care products whose producers grow or raise components of their products.
7. Vendors will submit a complete list of all products intended for sale with their annual application.
8. Additions to the vendors' product list must be approved by the Market Manager prior to sale.
9. Vendor is defined as the person who sells the product. Absolutely no reselling is allowed.
10. Quality and presentation of packaging will be considered.
11. Although currently not required, it is highly suggested that all Body Wellness vendors have Liability Insurance.

Tobacco/Smoke Free Policy

_____ strives to provide everyone with a healthy and safe environment. For the health and general welfare of everyone at _____ we adopt the following policy:

Tobacco/smoking will be strictly prohibited within the boundaries of _____ event site while the market is in progress, including, but not limited to:

- All sidewalks, parks, roads, and other structures, and adjoining public areas dedicated to the market
- All employees, customers, volunteers, vendors, and performers

Definitions:

- The entire physical area in which _____ This includes all open, semi-open, and enclosed areas and structure, vendor booths, dining areas, bathrooms, performance areas, pedestrian walkways or pathways, and roads.
- *Tobacco/Smoke* is defined to include ALL tobacco products including, but not limited to cigarettes, cigars, bidis, hookah, pipes, smokeless tobacco (dip, chew, snus, etc.), and delivery devices, such as electronic cigarettes (inhalant delivery systems/vapes), excluding FDA approved nicotine replacement therapy products for the purpose of tobacco cessation.

Prominent signs will be displayed at the entrance, exits and other appropriate areas of the market.

Enforcement:

The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of smokers, tobacco users, and non-users. All vendors share in the responsibility for adhering to and enforcing the policy.

Vendors and/or persons observing a violation shall make the smoker/tobacco user aware of the no tobacco/smoke policy and ask that they extinguish the smoking material and/or put away the tobacco/nicotine. If the smoker/tobacco user does not, the vendor shall notify the Market Manager. Violators may be asked to leave the premise.

Vendor Application and Agreement

Market Manager

Please email photos with your application and supporting documents

Office Use Only

Date Received:

Fee Paid:

Licenses/Permits/Insurance:

Board Approval Date

Other:

VENDOR INFORMATION

☐ Returning Vendor

☐ New Vendor Application

PLEASE PRINT CLEARLY

Vendor Name:

Business or Farm Name:

Address:

City

State

Zip

Mailing Address if different:

Home Phone

Cell

Email

Website

If you are a returning vendor, how many years have you been a member of this Market?

YRS

WEBSITE INFORMATION

Vendors are responsible for contributing their business description and photo for the website, Facebook, our newsletter and other Farmers' Market related business. **Please attach your photo and description to your application.**

I authorize the Market to post my name and email address on the Market's website and to provide this information to customers who request it.

Yes

No

EMERGENCY CONTACT

Name

Phone

Relationship

Agricultural and Nursery Section - Vendor & Business Name:

New Farms please include photos of farm, greenhouses, etc. Please indicate which of the following products you will grow or produce for sale at the Yachats Sunday Farmer's Market and dates of availability:

✓	Vegetables	Month Available	✓	Vegetables	Month Available
	Asparagus			Potatoes	
	Green Beans			Pumpkins	
	Cabbage			Peas	
	Carrots			Peppers	
	Corn, sweet			Squash, summer	
	Cucumbers			Squash, winter	
	Lettuce			Tomatoes	
	Mushrooms			Herbs	
	Onions			Other (please list)	

✓	Fruits	Month Available	✓	Fruits	Month Available
	Apples			Peaches	
	Apricots			Plums	
	Blueberries			Raspberries	
	Cherries, tart			Rhubarb	
	Cherries, sweet			Strawberries	
	Cider			Blackberries	
	Grapes			Boysenberries	
	Melons			Misc. Berries	
	Pears			Other (please list)	

✓	Miscellaneous	Month Available	✓	Miscellaneous	Month Available
	Bedding plants			Nursery Stock	
	Cut flowers			Ornamentals	
	Eggs			Other (please list)	
	Hazelnuts				
	Honey				
	Jams / Jellies				

Vendor & Business Name:

Food Vendor (please describe in detail) – New vendors must include photos/weblink/Facebook or Esty links.

Artisans / Crafters (please describe in detail) - New vendors must include photos/weblink/Facebook or Esty links.

Personal Wellness Artisans (please describe in detail) - New vendors must include photos/weblink/Facebook or Esty links.

SPACE NEEDS

Please note: Spaces are assigned by the Market Manager. Returning vendors please make specific site requests if you have them.

Weekly vendor fees:

- 10' x10' Booth Space \$15.00
- Space with Vehicle \$20.00

Please list your Vehicle Descriptions with License Plate numbers:

Please check the # of 10' x 10' space you need:

- ☐ _____ 10' x 10' space you need
- ☐ _____ Space with Vehicle (Spaces limited and requires Market Manager approval)

SPECIAL NEEDS / REQUESTS

2019 Vendor Application and Agreement – page 4 of 4

Vendor & Business Name:

LICENSE, PERMIT AND INSURANCE REQUIREMENTS

Copies of all licenses, permits, and certifications must be included with the Vendor Application and you are responsible for providing the **updates** to license and insurance renewal per the **RULES**.

MARKET ATTENDANCE

Please indicate which market days you expect to attend:

May	June	July	August	September	October
12	2	4	4	1	6
19	9	7	11	8	13
26	16	14	18	15	20*
	23	21	25	22	27
	30	28		29	

VENDOR AGREEMENT – Please initial and sign

The undersigned vendor ("Vendor") fully and completely agrees to the following terms and provisions:

1. _____ Vendor has read and understands the **GENERAL MARKET RULES**. Vendor is bound by the terms and conditions outlined in them.
2. _____ Vendor agrees to exercise the utmost care in the use of facilities and properties of _____ ("Market"), the City of Yachats, Lincoln County and adjoining private and public properties.
3. _____ Vendor agrees to indemnify and hold harmless Lincoln County, the City of Yachats, and _____ ("Market"), its officers, directors, employees and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("Claims"), including Claims arising by reasons of accident, injury or death caused to persons or property of any kind, arising out of, in connection with, or incident to the Market, except those caused by the sole negligence of the Market, Lincoln County or the City of Yachats.

Vendor Signature: _____ Date: _____

***By signing this Application, the Vendor agrees to abide by
ALL Rules, Guidelines and Policies of the Yachats Sunday Farmers' Market***

PLEASE RETAIN A COPY OF THIS SIGNED DOCUMENT FOR YOUR RECORDS



General Liability
Quote
2 pages

1551 N. Tustin Avenue, Suite 490
Santa Ana, CA 92705
(Toll-Free) 800-334-5579
(FAX) 714-542-0815
(Claims FAX) 336-538-0094

Friday, April 05, 2019

To: Susan Szymusik Beck
From: Christian Lugo
Extension 8667
clugo@gotapco.com

3701799
Susan Szymusik Beck
525 E OLIVE ST
NEWPORT, OR 97365

Applicant:

Quote ID: **PLBII**

We are pleased to offer the following quote through: Penn Star

General Liability:

\$ 2,000,000 General Aggregate
\$ 1,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal Injury/Advertising Injury
\$ 1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Premises Rented to You
\$ 5,000 Medical Payments
\$ **500 BI/PD Deductible Per Claimant

15123 - Markets open air (lessor's risk only) Other than Not- For- Profit
Gross Sales 25,000

* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion - Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls, Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

CG2109-Excl Unmanned Aircraft CG2107 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability Limited Bodily Injury Exception NOT Included.

This Premium is 25% Earned

The Policy Fee is 100% Earned

The Term quoted is: Twelve Months

Base Premium:	\$500.00
Policy Fee:	\$120.00
Tax:	\$14.26
Stamping Fee:	\$10.00
Total:	<u>\$644.26</u>
Your Commission:	\$0.00

Prime Rate Financing:

Down Payment:	\$253.00
8 Installments @:	\$57.16

Comments:

EPA1896 Cannabis Exclusion applies.

Please call our office to bind coverage. Coverage can be bound only when a TAPCO Binder Number has been assigned by a Company Underwriter at TAPCO.

TAPCO accepts Visa, MasterCard, Discover, and electronic (ACH) checks.

For your convenience, a pre-filled premium finance agreement has been attached. Please contact the premium finance company directly if you have any questions on the available options.

The application must be signed by the producing agent on the account.

Please review the quotation carefully as terms and conditions of coverage quoted may differ from those requested. All applications to be completed have been attached to this account. Please note should any additional information/application be needed, it will be requested at the time of binding or issuance.

Any binder subsequent to this quote will be strictly per the coverages, limits, and conditions outlined above. Any revisions or updates to those terms can only be effected by a REPLACEMENT quote, prior

LIMIT OPTIONS	PREMIUM	WHOLESALE BROKER FEE	AMOUNT DUE
<input type="checkbox"/> \$500,000	\$649	\$50.00	\$699.00
<input type="checkbox"/> \$1,000,000	\$811	\$50.00	\$861.00
<input type="checkbox"/> \$2,000,000	\$1,311	\$50.00	\$1,361.00
<input type="checkbox"/> \$3,000,000	\$1,811	\$50.00	\$1,861.00
<input type="checkbox"/> \$4,000,000	\$2,311	\$50.00	\$2,361.00
<input type="checkbox"/> \$5,000,000	\$2,811	\$50.00	\$2,861.00

Employment Practices Liability Limit Options (EPL)

LIMIT OPTIONS	PREMIUM	AMOUNT DUE
<input type="checkbox"/> \$500,000	\$153	\$153.00
<input type="checkbox"/> \$1,000,000	\$170	\$170.00
<input type="checkbox"/> \$2,000,000	\$670	\$670.00
<input type="checkbox"/> \$3,000,000	\$1,170	\$1,170.00
<input type="checkbox"/> \$4,000,000	\$1,670	\$1,670.00
<input type="checkbox"/> \$5,000,000	\$2,170	\$2,170.00

SHARED LIMIT OPTION (Management Liability Coverages have Shared Limits of Liability)

LIMIT OPTIONS	PREMIUM
<input type="checkbox"/> \$500,000	\$698
<input type="checkbox"/> \$1,000,000	\$854
<input type="checkbox"/> \$2,000,000	\$1,724
<input type="checkbox"/> \$3,000,000	\$2,594
<input type="checkbox"/> \$4,000,000	\$3,464
<input type="checkbox"/> \$5,000,000	\$4,334

ADDITIONAL QUOTE INFORMATION

D&O Retention: \$0 Each Claim

EPL Retention: \$0 Each Claim

EPL cannot be purchased on a monoline basis for this product.

The limit for EPL cannot exceed the limit for D&O.

Shared Limit option includes a 13% credit which is included in the premiums shown

If Shared Limit Option is selected, DO-280 Shared Aggregate Limit endorsement will be added.

Defense Costs are Outside the Limits of Liability

Data and Security+ Endorsement is included in the Directors and Officers premiums shown

\$100,000 FLSA sublimit for defense and indemnity is included in the Employment Practices Liability premiums shown.

Business Resource Center including Human Resources consulting services and online toolkit included in the premiums shown

Directors and Officers Coverage and Employment Practices Liability Coverage are provided on a Claims Made basis.

Retroactive Date D&O: Full Prior Acts

Retroactive Date EPL: Full Prior Acts

This quote represents annual premiums. When the Three Year policy term is selected, the above will be payable annually per bill plan selected.

Please Note: All applicable taxes and fees for the Three Year premium will be invoiced in their entirety at the inception of the policy.

ADDITIONAL COSTS INCLUDE:

Wholesaler Broker Fee \$50.00

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED - VISIT BIZRESOURCECENTER.COM FOR DETAILS

Please contact us with any questions regarding the terminology used or the coverages provided.

*Read the quote carefully, it may not match the coverages requested**

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Prior to binding, this account is subject to the following:

- Underwriter receipt, review and acceptance of the fully completed USLI Non Profit Management Liability Application dated no more than 45 days prior to the effective date of coverage and signed by one of the following as applicable: officer, member of the board of directors, managing member or executive director with authority to bind Applicant to the representations therein. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed Application is different from the original submission or there is a significant change in the risk from the date it was quoted.

Within 21 days of the inception date of coverage, this account will be subject to the following:

- If Fiduciary is desired, complete the fiduciary questions on the application.

Underwriting Notes:

- If the Organization has Subsidiaries or Chapters requiring coverage, please submit a completed USLI Subsidiary Addendum (NPSADD) for each one
- DO-207 may be deleted upon confirmation that General Liability Insurance is in place.

II. REQUIRED FORMS & ENDORSEMENTS

Non Profit Management Liability Endorsements

DO Jacket	(06/17) Non Profit Management Liability Policy Jacket	DO-283	(05/17) Data and Security Plus Endorsement
DO-100	(05/17) Directors and Officers Coverage Part	DO-290	(05/17) Fair Labor Standards Act Endorsement - Defense Costs and Indemnity Coverage
DO-101	(05/17) Employment Practices Coverage Part	DO-GTC	(05/17) General Terms and Conditions
DO-207	(05/17) Failure to Maintain Insurance Exclusion	NPPLA	(09/17) Nonprofit Management Liability Policy Application

If Purchased

DO 3YR DEC	(05/17) Amendment to Policy Declarations - Three-Year Policy Term	DO-3 Year Policy Term	(05/17) Three Year Policy Term Endorsement
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III. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Additional Premium
Option 1 Fiduciary Liability - Non-Profit Directors & Officers	\$100.00

Important Information

- If purchased, the DO-256 Fiduciary Liability Coverage Endorsement will be added which coincides with the D&O Limits up to \$1 million with defense inside that limit.

Coverage	Additional Premium
Option 2 Defense Within the Limits	15% Credit

Important Information

- If Defense Within the Limits is selected, DO-281 Defense Within the Limits endorsement will be added.
- Moves defense costs to within the limits of liability for a discounted price.

IV. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

Three Year Policy Payment Plan Description:

THREE PAYMENTS - 1/3 of the premium is invoiced immediately and is due 20 days after it is invoiced; 1/3 is invoiced 45 days prior to the Second Coverage Period; the balance is invoiced 45 days prior to the Third Coverage Period.

NINE PAYMENTS - 1/9 of the premium is invoiced immediately and is due 20 days after it is invoiced; the remaining amount is invoiced in 8 equal installments at 60, 120, 320, 380, 440, 685, 745 and 805 days after inception.

One Year Payment Plan Descriptions:

SINGLE PAYMENT - The entire premium is invoiced immediately and is due 20 days after it is invoiced.

Please contact us with any questions regarding the terminology used or the coverages provided.

*Read the quote carefully, it may not match the coverages requested**

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TWO PAYMENTS - 50% of the premium is invoiced immediately and is due 20 days after it is invoiced; the balance is invoiced 150 days after inception.

THREE PAYMENTS - 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; 30% is invoiced 120 days after inception; the balance is invoiced 210 days after inception.

FOUR PAYMENTS - 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; three equal installments of 20% are invoiced at 120 days, 180 days and 240 days after inception.

SIX PAYMENTS - 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; five equal installments of 12% are invoiced at 90 days, 150 days, 210 days, 240 days and 270 days after inception.

An installment fee as noted on page 1 of this quote applies to each installment after the first.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested**



Starla Gade <starla.gade@gmail.com>

GoYachats License Request Submitted

1 message

postmaster@goyachats.com <postmaster@goyachats.com>

Wed, Apr 10, 2019 at 10:44 PM

To:

License Request Submitted Successfully!

Your account / organization request for [REDACTED] has been received. This message confirms the details of your reservation. Please review them and let us know if there are any problems or questions.

Note that your account request for a Yachats business or transient rental license is not official until you receive a confirmation message that it has been approved. We respond to requests during normal business hours.

Contact City staff at 541-547-3565 or e-mail them at BusinessHelp@YachatsMail.org.

If you have questions or need assistance. You may also drop by City Hall during normal business hours (8:30-4:30 Monday-Friday).

Proposed Budget for

2019

INCOME:

40 Vendors x \$15 Membership fee	\$ 600.00
40 Vendors x \$15 daily booth fee x 26 market days	\$ 15,600.00
Estimated Income Total with 40 vendors	\$ 16,200.00

EXPENSE:

Rent (use of Street) \$35 x 26 market days	\$ 910.00
Insurance: \$2mil. Policy for 6 months	\$ 650.00
Board of Directors Insurance (estimate, 1yr)	\$ 900.00
Phone (\$80 x 12 months)	\$ 960.00
Post Office Box	\$ 50.00
City License	\$ 40.00
State Registry	\$ 100.00
Bank account (\$10 x 12 months)	\$ 120.00
Employee (\$20 hr x 10 hrs p/week x 26 weeks)	\$ 5,200.00
Website (hosting fees, domain name)	\$ 300.00
Printing/Mailing/Misc. fees or cost to operate	\$ 200.00
* Organizational fees (ex. Chamber dues, Market Organiz. Fees)	\$ 500.00
* EBT/Credit Card Capabilities (Machine cost)	\$ 1,000.00
Market Tent	\$ 300.00
Market Table and Chairs	\$ 150.00
Tokens (for credit card charges)	\$ 200.00
Advertising cost (based on budget allowance and board approval)	\$ 2,000.00
Tax accountant to file yearly taxes	\$ 300.00
Estimated Expense Total	\$ 13,880.00

* These fees/charges are an estimate. They may or may not occur

Market days:	May 12, 19, 26	3
	June 2, 9, 16, 23, 30	5
	July 4, 7, 14, 21, 28	5
	August 4, 11, 18, 25	4
	September 1, 8, 15, 22, 29	5
	October 6, 13, 20*, 27	4
	Total market days	26

30 Vendors x \$15 Membership fee	\$ 450.00
30 Vendors x \$15 daily booth fee x 26 market days	\$ 11,700.00

Estimated Income Total with 30 vendors \$ 12,150.00

