



Le Roy Farmers' Market 2022

Dear Vendor Applicant,

Welcome to our market! We are glad you wish to join us. We are always looking to expand our vendor base. This application is intended to provide us with information about you and your products so we can help you get started.

The Le Roy Farmers' Market is a "producers" market.

All items sold **must** be produced by the vendor.

Please read through the attached documents (6 pages) and fill out the forms and return them by no later than the Tuesday before you first intend to vend.

Additional applications, information, and links to forms are available:

- On the web at... www.farmersmarket.leroymn.com/
- Through Facebook at... www.facebook.com/leroymarket
- By contacting... Sharon Thiel, Vendor Relations
Via Phone: (507)438.0553 or
Via Email: leroymarket63@gmail.com

We are looking forward to working with you,

Le Roy Farmers' Market Board

Annette Kiefer, Georgia Eastvold, Sharon Thiel

The following must be submitted no later than the Tuesday prior to vending to... **Annette Kiefer**

- ___ Completed Vendor Application
- ___ Emergency Contact Information
- ___ Signed Indemnity Agreement
- ___ Completed MN REVENUE Form ST19 (*for vendors selling non-food items*)
- ___ Copies of relevant licenses (*i.e., food handling licenses*)

Le Roy Farmers' Market

Le Roy, Minnesota



2022 Vendor Application

Please complete all parts of this form.

Business/Farm Name _____

Vendor/Producer Name _____

Street Address _____ City _____ State _____ Zip _____

Phone _____ 2nd Phone _____.

E-mail (*Please PRINT clearly.*) _____

Location(s) where goods are produced (*Leave blank if same as above*):

**THE MARKET WILL BE HELD ON THURSDAYS, 4:00PM – 6:30PM FROM JUNE 9TH TO OCTOBER 6TH
AT THE CORNER OF MAIN STREET AND BROADWAY ACROSS FROM FIRST STATE BANK.**

Number of spaces, up to three: _____ *If any special vending space requirements please describe below.*

Please list items expected to be sold at the market. This information will aid in preparing advertising:

PLEASE LIST ALL PEOPLE WHO WILL BE STAFFING THE BOOTH, INCLUDING THE APPLICANT:

Name _____ *Relationship to you* _____ *Phone number(s)* _____

1. _____

2. _____

3. _____

PLEASE INITIAL: _____ I HAVE READ AND AGREE TO ABIDE BY ALL THE 2022 LE ROY FARMERS' MARKET RULES AND

GUIDELINES. SIGNATURE OF PRODUCER/VENDOR: _____ DATE: _____ / 2021

PRINTED NAME: _____

The board will be in contact when the application is approved to start selling at the market.

Le Roy Farmers' Market

Le Roy, Minnesota



2022 Vendor Emergency Contacts

Your Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell# _____ Date of Birth _____

Allergies: : Yes or No (circle one please)

If yes, please explain: _____

Taking any medications: Yes or No (circle one please)

If yes, please list all medications including over-the-counter medications: (**Optional**) _____

Emergency Contacts:

1) Name _____ Relationship _____

Cell/Home Phone _____ Work Phone _____

2) Name _____ Relationship _____

Cell/Home Phone _____ Work Phone _____

Any other information for emergency personnel: _____

Le Roy Farmers' Market

Le Roy, Minnesota



2022 Indemnity Agreement

Agreement made this _____ day of _____, 2022 by and between _____ herein referred to as "*Vendor*", and Dawn & Richard Holmquist, herein referred to as the "*Property Owner*".

Whereas, the *Property Owner* has authorized the use of this property for the purpose of conducting a "*Farmers' Market*", and

Whereas, the undersigned Vendor desires to sell certain products customarily sold at *Farmers' Market* within the area designated by *Property Owner*.

Whereas, the foregoing right and privilege is conditioned, in part, upon the execution by *Vendor* of an agreement holding the *Property Owner* from and indemnifying the *Property Owner* from and against all liability or loss *Property Owner* may sustain as a result of claims, demands, costs, or judgments arising from the *Vendor's* activities in conducting the exhibition and sale of its products on the *Property Owner's* property at such times and locations as the Farmers' Market is authorized.

Now therefore, in consideration of the foregoing the parties hereto agree as follows:

1. Vendor shall indemnify and save harmless the *Property Owner* against any and all claims, demands, causes of action, suits or judgments, including reasonable attorney fees, costs and expenses of any kind or nature, whatsoever, due to or arising out of any act, negligence or neglect of *Vendor*, its/their employees, guests, servants, agents, or invitees during any period of time the *Vendor* occupies the *Property Owner's* property while setting up, displaying, selling, or removing any of *Vendor's* products while participating as a *Vendor* at the Farmers' Market.
2. Indemnity under this agreement shall commence on _____ 2022.
3. The terms of this Agreement shall bind and inure to the benefit of the parties, their successors and assigns.

In Witness Whereof, the parties hereto have executed this agreement:

Vendor's Name (Print please.)

Property Owner (Print please.)

Vendor's Signature

Date

Signature

Date

MN requires this form to be completed and turned in to the market BEFORE you can sell your products.
The version of the form is just an example of the actual form to be obtained
from the State of Minnesota, Department of Revenue.



ST19

Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

Do not send this form to the Department of Revenue.

Print or Type

Name of Business Selling or Exhibiting at Event	Minnesota Tax ID Number		
Seller's Complete Address		City	State ZIP Code
Name of Person or Group Organizing Event			
LeRoy Farmers' Market			
Name and Location of Event			
LeRoy Farmers' Market, corner Main and Broadway, LeRoy MN 55951			
Date(s) of Event			

Merchandise Sold

Describe the type of merchandise you plan to sell.

Sales Tax Exemption Information

Complete this section if you are not required to have a Minnesota tax ID number.

- ☐ I am selling only nontaxable items.
- ☐ I am not making any sales at the event.
- ☐ I participate in a direct selling plan, selling for _____ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf. This is
- ☐ a nonprofit organization that meets the exemption requirements described below:
- ☐ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13[a][4]).
- ☐ Youth or senior citizen group with fundraising receipts up to \$20,000 per year (\$10,000 or less before January 1, 2015)(MS 297A.70, subd. 13[b][1]).
- ☐ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.

Sign Here

I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.

Signature of Seller	Print Name Here
Date	Daytime Phone

PENALTY — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.

Keep these 2 pages of Rules and Guidelines for your own records. Do not return with application.

Le Roy Farmers' Market

Le Roy, Minnesota



Season Rules and Guidelines

SEASON: Le Roy Farmers' Market 2022 season will run on Thursdays from June 9 thru' October 6.

HOURS: The market will be open Thursdays 4:00 p.m. – 6:30 p.m.

Single market day spaces are subject to availability.

GEOGRAPHIC ELIGIBILITY: A map with a 50-mile radius circle from the market location should be sufficient to determine most geographic eligibility questions. Prospective vendors past the 50-mile radius may contact the board to inquire about eligibility.

INSURANCE: Vendors assume liability for damages caused by their products or market space, including, but not limited to tables. Vendor is aware of liability and insurance options.

RULES FOR ALL VENDORS

VENDOR ELIGIBILITY

Vendors assume responsibility for knowing, abiding by, and complying with all applicable federal, state, and local regulations.

Vendors are responsible for payment of their own state sales tax.

Vendors must have a Minnesota Sales Tax ID (ST-19) included....to be eligible to sell taxable items.

All vendors must complete an application, and have the application approved by the board or current market day's Market Manager before selling.

No organizations may sell without approval of the board or current market day's Market Manager.

MARKET DAY PROCEDURES

Sales hours are from 4:00 p.m. to 6:30 p.m. No sales to take place before opening at 4:00 p.m. Vendors must continue selling until 6:30 p.m. or until they are sold out. Incidental sales are allowed after 6:30 p.m. so long as active packing-up is occurring.

Due to safety concerns, vendors must arrive by start of market at 4:00 p.m. and not tear down until market closing. One warning shall be given per vendor for late arrival. Market Manager has discretion to turn away late arrivals.

Vendors who wish to vend for a portion of the market's hours may seek approval from the board. Priority will be given to vendors available for full market hours.

PRODUCT ELIGIBILITY

Vendors may sell only products produced, grown, or created by the Vendor. Reselling of any product or the sale of goods that have been traded or bartered for is not permitted. Products which are offered for sale under a brand name other than the vendor's own branding are not permitted.

Labels of third-party certifying agencies, eco-labels, or regional identity labels are permitted as long as the member's own identification is also present. Examples of permitted labels (not a complete list): OCIA, USDA Organic, Minnesota Grown, Food Alliance Certified.

Scales may only be used in compliance with the Weights and Measures laws of the State of Minnesota.

All products must be fresh and of high quality unless specifically labeled to inform the public of a lesser quality.

Produce must meet state mandated cleanliness standards.

EMPLOYEE ELIGIBILITY

Vendor's family members and employees may assist in selling..

Vendor's children of 16 years or older may sell unaccompanied.

Children under the age of 16 may sell, so long as they are accompanied at the market by the vendor, vendor's employee, or vendor's child of 16 years or older.

VENDOR SPACES

Stall space will be the size of a 6 foot table, unless otherwise directed by the Market Manager.

Vendors may rent up to three spaces at \$50 per space per season or \$5 per space per single day.

If used, canopies must be secured, either by attaching the canopy to weights on the ground, or by securely attaching to a vehicle or trailer. If weights are used, they should be smooth, without rough edges or sharp corners. This is necessary to avoid potential customer injury.

Vendor spaces on market days will be filled with guidance from the Market Manager to ensure an orderly market.

Vendors required by law to carry a food handler's license or other licensing must have these posted at their vendor stall.

Proper signs and clear prices must be prominently displayed.

Walkways for customers must be kept open.

Selling is allowed only in designated areas.

It is mandatory that members maintain appropriate standards of cleanliness and neatness at all times, in both personal appearance and their sales area. These standards are subject to inspection by the Market Manager.

VENDOR AND EMPLOYEE CONDUCT

Vendors must treat other vendors, customers, and the Market Managers with respect and cooperation at all times. No exceptions will be made to this rule.

Any arising conduct issues shall be brought to the attention of the Market Manager or Market Board.

Vendors are responsible for conveying rules and conduct expectations to their children and employees, and for ensuring appropriate behavior of their children at the market.

Per state regulations, vendors may not sell live animals or bring them to the market.

Loud or profane language will not be tolerated. Offending vendors or employees will be asked to leave.

Alcoholic beverages, tobacco, and smoking are strictly not allowed at the market or during set-up or teardown.

MARKET BOARD RESPONSIBILITIES

Providing general market liability insurance coverage.

Promoting the market and vendors to the public within available advertising budget.

Promoting the health value of buying fresh and local products.

Promoting the City of Le Roy.

Encouraging active community participation.

Encouraging youth participation and involvement in the community.

Recruiting and retaining both vendors and customers.

Providing current applications, policies and procedures.

Providing easy access to relevant state rules, regulations, and requirements.

Enforcing the policies of the market.

Holding the authority to inspect a vendor's production site to verify compliance with Market Rules and Guidelines.

Revoking the permit of anyone in repeated or gross violation of the rules.

*Rules and Guidelines changes are at the discretion of the Market Board. All Approved Vendors will be notified of any changes at the time they are made. Approved Vendors will be required to be in compliance with any Rules or Guidelines changes as they are notified of said changes. **In addition**, Every year a new MN Form ST19 must be on file with the LeRoy Farmers Market board before any vending takes place. This is a requirement by the State of MN, Department of Revenue.*