

**32<sup>nd</sup> STREET WINTER FARMERS MARKET  
2020/2021 SEASON**

**The following items must be signed and returned  
by Saturday, October 10<sup>th</sup>  
to be considered for the  
32<sup>nd</sup> Street Winter Farmers Market:**

- ❖ **Market Application**
- ❖ **Liability Waiver**
- ❖ **Certificate of Liability Insurance naming 32<sup>nd</sup> Street  
Farmers Market**
  - Certificate Holder Name and address:**
  - 32<sup>nd</sup> Street Farmers Market**
  - 221 Ridgemedede Rd, #303**
  - Baltimore, MD 21210**
- ❖ **Health Permit (Food Vendors Only)**
- ❖ **Last page of Operating Guidelines**

**32<sup>nd</sup> STREET WINTER FARMERS MARKET  
2020/2021 SEASON**

TO: Applicants

FROM: The 32<sup>nd</sup> Street Farmers Market Board

RE: Application and Guidelines for the 2020/2021 32<sup>nd</sup> Street Winter Farmers' Market, 32<sup>nd</sup> and Barclay Streets, Baltimore, Maryland.

You are cordially invited to submit your application to become an approved vendor in the 26<sup>th</sup> season of the 32<sup>nd</sup> Street Winter Farmers' Market. The Winter Market operation will begin officially on **Saturday, November 28th, 2020** and run through **Saturday, June 5th, 2021**. The Holiday Fair will run 4 weeks, from **November 28th** through **December 19, 2020**. The application and guidelines are attached.

Please make your checks payable to: **32<sup>nd</sup> Street Farmers' Market, Inc.** and send in with your application. We will notify you if you are accepted as a vendor. If you are not accepted, your check will be returned to you.

Please read all the materials regarding the Winter Market operation. Return your completed application and market fee to John McKeown at the market or by mail (32<sup>nd</sup> Street Farmers' Market, c/o John McKeown, 70 Old Locust Point Road, Elkton, MD 21921) by **October 10th, 2020**. After review of your application, the committee will notify you of your acceptance. Applications will **not** be accepted after **October 10th, 2020** and if the market fee has not been paid there will be a \$50.00 late charge.

If you have any questions, please see John McKeown or Marc Rey at the market.

Thank you for your cooperation and support. We look forward to a prosperous 26<sup>th</sup> year at the 32<sup>nd</sup> Street Winter Farmers' Market, beginning November 28th, 2020.

**32<sup>nd</sup> STREET WINTER FARMERS MARKET  
200/2021 SEASON**

VENDOR \_\_\_\_\_

Name of Business \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Cell telephone \_\_\_\_\_ Evening telephone \_\_\_\_\_

Email \_\_\_\_\_

Number and Size of Vehicles \_\_\_\_\_

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**CAREFULLY READ THE FOLLOWING STATEMENTS BEFORE SIGNING**

I have reviewed, and signed, the 32<sup>nd</sup> Street Farmers' Market Winter 2020/2021 Season Guidelines and agree to fully comply to conditions described therein if my application for the 2020/2021 season is accepted.

Please make check payable to **32<sup>nd</sup> Street Farmers' Market** and return completed package with your check to Marc Rey or John McKeown at the market or mail by October 10th, 2020.

Address: 32<sup>nd</sup> Street Farmers Market  
c/o John McKeown, Jr.  
70 Old Locust Point Road  
Elkton, MD 21921

I understand that applying for participation is not a guarantee of acceptance.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**32<sup>nd</sup> STREET WINTER FARMERS MARKET  
2020/2021 SEASON**

Number of spaces requested: \_\_\_\_\_ Please make your check payable to:  
**32<sup>nd</sup> Street Farmers Market, Inc.** The price is \$475.00 per one full space and  
an additional fee for security of \$12.00 per day or \$280 paid in advance.

The price for the Holiday Fair attendees will be \$250 per one space and includes  
the security fee. Local made crafts are preferred.

**Regulations went into effect June 27, 2011 requiring that businesses  
in Maryland that advertise raw meat, eggs, fish, fruits, vegetables,  
shellfish and processed dairy products as local or being locally  
grown, regionally grown or produced, or otherwise represented as  
having originated close by, must have point-of-sale signage  
indicating the state of its origin. This regulation will be enforced.**

List the items you wish to sell:

FRUITS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VEGETABLES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FLOWERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BAKED GOODS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER (Please be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Waiver of 32<sup>nd</sup> Street Farmers Market, Inc., Liability**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between

\_\_\_\_\_  
(Name of Farmer/Vendor)

and the 32<sup>nd</sup> Street Farmers Market, Inc., hereinafter referred to as the “32<sup>nd</sup> Street Market.”

I, \_\_\_\_\_, shall indemnify and agree to hold harmless  
(print name)

32<sup>nd</sup> Street Market from and against any and all liability, damage, expense, cause of action, suits, claims, penalties or judgments arising from injury to persons(s) sustained by anyone as a result of consuming food acquired from me and/or resulting in any way from the operation of my stall/stand and/or vehicle.

I shall, at my own cost and expense, defend any and all suits or actions which may be brought against the 32<sup>nd</sup> Street Market or in which the 32<sup>nd</sup> Street Market may be impeded with others upon any such above-mentioned matters, and, in the event of my failure to do so, 32<sup>nd</sup> Street Market may, at my cost and expense, defend any and all such suits or actions and I shall satisfy, pay, and discharge any and all such judgments that may be recovered against the 32<sup>nd</sup> Street Market in any such suits or actions.

(Signed) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone) \_\_\_\_\_

(Mobile) \_\_\_\_\_

(Email) \_\_\_\_\_

## Operating Guidelines

Standard Market operating procedures are as follows:

1. The market shall be known as the 32<sup>nd</sup> Street Farmers' Market, Inc., and shall be located partially on the 400 block of East 32<sup>nd</sup> Street, between Barclay Street and Greenmount Avenue, and partially on the adjoining Waverly parking lot in Baltimore City.
2. The market shall be open from 7:00 a.m. until 12 noon every Saturday. The Market is year-round, although the Summer and Winter Markets are subject to different rules regarding what items can and cannot be sold:
  - (a) Summer Market (second Saturday in June through the Saturday before Thanksgiving):  
The use of the Market is restricted to bona fide growers, raisers, or producers of produce, related food items, and flowers/plants, and products prepared from animal and plant organic sources, and to salespeople of seafood, bread/baked goods, meat and cheese, alcohol and prepared food stuffs.
  - (b) Winter Market (Saturday after Thanksgiving through the first Saturday in June):  
Winter Market does not restrict participants to selling what they grow, although they are required to indicate/label the sources of produce not grown by them.
3. Sale of all food items is subject to approval by the Baltimore City Health Department; valid permits must be present at vendor booth at all times.
4. Market vendors are expected to attend the Market. If a vendor is not planning to attend, he/she must contact the President prior to Market day. One unexcused absence will result in a \$50 fine; a second will result in dismissal or nonrenewal. Market fees are not refundable in the case of dismissal. Vendors maintaining at least an 80% attendance rate will receive priority the following season.
5. Market participants shall pull into their assigned market spaces no later than 6:45 a.m. replacing any barriers/cones moved for entry. Items shall not be sold after 12:00 noon unless participants are otherwise informed. Breakdown can begin once the bell has rung; at this point vendors may drive to their booths to load, replacing any barriers/cones moved. Anyone pulling into their assigned space later than 7:00 am or driving in Market before noon, selling after noon and/or not replacing barriers/cones shall be subject to one warning and for the second offense a \$50 fine. The third offense will result in removal from the Market; season fees are not refundable.
6. Market participants agree to make their stands and products offered for sale as attractive as possible. Each participant shall keep the market space free from refuse during market hours. No participant may dispose of excess amounts of refuse during or after market hours or dump ice within the market boundaries. Sales shall be conducted in a business-like manner. No shouting, cursing, smoking, or making negative remarks about other vendors will be tolerated. Participants not adhering to these rules shall be subject to one warning, a \$50 fine for the second offense, and removal from the market for the third offense. Market fees are not refundable in the case of dismissal.

7. Market participants agree not to practice distress pricing.
8. All vendors must accept the \$5 Market Tokens and all food stamp eligible vendors must accept the \$1 Tokens and Incentive Dollars; vendors are not permitted to spend these tokens in the Market. At the conclusion of market hours, participants are required (a) to count and turn in all tokens and vouchers in the plastic pouch provided (any tokens taken home must be turned in at the closing of the next market day; any vendor hoarding tokens for more than two weeks is subject to a \$25 fine per instance); and (b) remove any remaining food items associated with sales equipment, tables, chairs, bushels, boxes, bags, and/or trash, etc. from the site as quickly as possible. The current Participants not cleaning their spaces to the satisfaction of the Market Master and disposing of refuse properly (per City/Market updates) shall be subject to one warning, a \$50 fine for the second offense, and removal from the market for the third offense; season fees are not refundable. Storage or handling of tables, shelters and chairs is the applicant's responsibility unless special permission is granted by the Market Master(s) or the Board.
9. To cover market and corporation expenses, season fees will be charged as follows:
  - (a) Summer: producers (growers, raisers, makers of product sold), \$475 per space  
nonproducers (do not make product sold), \$900 per space
  - (b) Winter: all pay \$475 per space
  - (c) All vendors shall pay a weekly surcharge of \$12 to cover police security regardless of attendance.
  - (d) Payment for space is due by application deadline unless excused by the Board. The first time a vendor check is returned for insufficient funds will result in a warning and \$50 fine. Any subsequent checks returned will result in removal from the market.
10. Each participant shall be issued a signed contract. No one shall be allowed to sell items at the market unless this person has been issued a contract. All required documents including Health Department Food permits and insurance are the responsibility of the participant.
11. Each participant shall have a definite location in the Market that will be held for the entire season unless otherwise mandated by the Board of Directors or unless the Market is informed in advance of extended absence. Each participant must set up within the size provided by that designated location unless otherwise mandated by the Board and will be enforced by the Market Master(s). Spaces are not guaranteed and are voted on each Market season.
12. The 32<sup>nd</sup> Street Farmers' Market Corporation shall employ Market Master(s), whose duty it shall be to assign Market stands, inspect displays, supervise selling practices, enforce parking and Market rules, and perform whatever duties are necessary to ensure the proper operation of the Market.
13. No participant shall have the right to sell, sublease, transfer or permit any other seller to use an assigned market location except by special approval of the Board of Directors. A violation will result in removal from the Market; season fees are not refundable.

14. The Board of Directors or their designee will conduct official on-site inspections of farms or producing operations. Inspection shall be made with a list of those items sold on the preceding Saturday (unless the inspection is made on a Saturday, in which that day's list of goods can be used). Farmers shall show the Board of Directors or their designee where the items for sale were grown on the participant's or neighbor's farm (where appropriate) and provide a signature from the County Extension Agent. Other producers shall provide access to their production facility; non-cottage law eligible participants must produce in a commercial kitchen. If a participant is shown to be selling non home-grown or non-home-produced items, or is not producing in an appropriate facility, the participant shall be fined \$150 and placed on probation. A second violation would result in removal from the Market; season fees are not refundable.  
*Note: This rule applies to the Summer Market Only*
15. In addition, if a participant's reputability as a food grower or producer is in question, the Board of Directors or their designee will conduct an on-site, unannounced farm and production operation inspection of participant. *Note: This rule applies to the Summer Market Only*
16. During the Winter Market, **all** nonlocal food items must be labeled as to origin. Any participant found not in compliance by the Market Master(s) is subject to one warning and for the second offense a \$50 fine. The third offense will result in removal from the Market; season fees are not refundable.
17. A vendor may petition the Market Board to buy or trade any item not currently on their Market application. Board approval is required before the item may be sold.
18. All flowers, fruits and vegetables shall be picked within 48 hours of the Market days, to the greatest degree possible. Cold storage items may be sold until July 1st. Sales of wilted/low quality goods are unacceptable and may result in cancellation of the participant's privileges.
19. In addition to food sales, the Market may offer community-oriented workshops, demonstrations, guest vendors and entertainment.
20. The Board may reserve one sales space in the Market for the operation of a wireless machine for debit, credit and Independence cards and for its own fund-raising activities. Funds from such sales are not intended for profit.
21. The Board may make available to residents of the community at least one sales space. Residents must request such spaces in advance of the Market day. The Board reserves the right to deny any requests for community space use. The daily fee shall be \$40 for the community space. Note that political groups may circulate with a clipboard through the Market at the discretion of the Market Master.
22. The Board may make available space for use by other community groups for non-sales purposes. Groups may request such space by contacting the Community Space manager in advance of the Market day. The Board will not permit tables for petitions or material of a graphic or partisan nature.

23. The Board shall promote the Market through advertising, social media, newsletters, special events, press releases, posters, and other appropriate means.
24. Infractions of the rules and regulations of the Market are reported by the Market Master(s), enforced by the Market Manager and backed by the Board of Directors.
25. The Board reserves the right to cancel the privileges of any member/Market participant who, in the opinion of the Board of Directors, has violated the rules and regulations governing the Market.
26. All vendors and their employees must park on-street, such as Brentwood or Merryman, or behind the Giant at Old York & 32<sup>nd</sup> Street, not in the customer parking lot, unless approval has been given by the Board of Directors. Offenders will be ticketed and/or towed. Vendors or vendor employees violating this rule shall also be subject to one warning, a \$50 vendor fine for the second offense, and removal from the market for the third offense.
27. Health Department regulations prohibit live animals (except service animals) from locations selling food. Both vendors and customers must observe this regulation.

## Please Submit with Completed Application

My signature below indicates that I have received a copy of the 32<sup>nd</sup> Street Farmers Market *Winter 2020/21 Operating Guidelines*.

The Operating Guidelines contain information regarding the Market's rules, regulations and Code of Conduct which affect me as a Vendor, our Customers, and the Community.

I acknowledge that I have read, understand, and agree to the Market Operating Guidelines.

Due to current Global Conditions, I also understand that the Market may revise or supplement policies, procedures and/or market layout, for the greater good, with reasonable notice.

Business Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_