

Wagner Farms Event Center

Market Vendors

Application

Name: _____

Business Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone #'s: _____

Email: _____

NYS Sales Tax #: _____

Name of Liability Insurance Company: _____

Do you have employees that will be on site? _____

NYS Licenses and permits as required: _____

Items you offer: _____

Tent size? _____

Type of weights: _____

Type of vehicle: _____

License Plate #: _____

Do you require power? (Fee applies, our power only)

Number of years in business? _____

Other Markets you attend or have done: _____

Days of week you wish to attend: Friday Saturday Sunday

Market season will run the same as Wagner Farms Event Season from July 16th - October 31 2021 rain or shine. If there are dates you know you can not set up please include now, this will assist in marketing and promotions and prevent wrongful advertising. Thank you:

Wagner Farms Event Center is open from 10am-dark daily and on Friday and Saturday nights until 10pm. Vendors may set up 2 hours prior to opening and any time during the day as to allow flexibility. Vendors have 2 hours after close to take down and remove their displays. If you require anything extra please advise now:

Fee schedule is as follows: (check applicable items)

_____	Basic one day a week set up at the Event Center	\$100
_____	Two days a week set up at the Event Center	\$175
_____	Three days a week set up at the Event Center	\$225
_____	One Day only trial (must provide insurance and required information prior to set up)	\$10
_____	Optional Banner Sign on light pole near your location at the Event Center with your business name and info as a sponsor.	\$50
_____	Trick or Treat Event candy donation and name mention.	\$50
_____	Power required season	\$25

Total fee _____

Paid via: **PayPal** **Card** **Cash** **Check**

I _____ certify that all information provided is correct and accurate at time of submission and that if anything changes there after I shall provide documentation with in 10 business days other wise forfeit all funds and sales opportunities at Wagner Farms doing business as Wagner Farms Event Center.

Sign: _____ **Date:** _____

Market Rules and Regulations

Wagner Farms Event Center

1: The Market at Wagner Farms Event Center will be held on the green park area behind the Event buildings on Fridays Saturdays and Sundays from 10am-dark/closing time variable upon season. Market season will run July 16th - October 31 2021 rain or shine.

2: Wagner Farms the host of Wagner Farms Event Center will be responsible for approval of applications. Market vendors are allowed onto our grounds with the purpose of promotion and enhancing what we offer the public. Vendor's goods should complement our venue and each other.

3: Each Vendor MUST carry their own general and product liability insurance policy of \$1 million and 2 million aggregate and provide Wagner Farms a Certificate of Liability Insurance, naming them as additional insured and shall maintain said insurance during market season up to 30 days after the last day attended. Vendors with employees should have their own state and federal employer required insurances for employees including workers compensation and disability if required to offer it. Vendors vehicles shall be required to be insured properly also.

4: Fee schedule has been provided on page 3 and will be completed and paid in full before a vendor may set up during the event. Wagner Farms reserves the right to restrict or dismiss on grounds of violation of contract. Fee is non refundable once season has started, prior to that if you wish to decline attending notification must be done so no later than 7 days before the start of the season.

5: All Vendors are responsible for being familiar and up to date with New York State Ag and Market laws, rules and regulations which they sell under. Vendors will also know and understand New York State sales tax collections for Rome, NY tax rate of 8.75% and properly reporting at time of yearly payments are due. Wagner Farms requires each vendor to provide us copies of any and all NYS permits, certificates or licenses to protect all parties. These will include

produce, cheese, baked goods, potentially hazardous foods, plants and other items being sold and allowed at the Event Center.

6: All vendors must also follow Oneida County Health department regulations if required for goods being sold. Oneida County weights and measures certification on any scale or measuring device required, is the responsibility of the vendor.

7: Under NYS bag law plastic bags may be used for bulk products and goods allowed under the law, bags given out must be new and unused. If handing out alternative bags you do so at your own cost or passed along to your customers in proper manner which meets law.

8: Products under Ag and Market jurisdiction being sold at Wagner Farms Event Center Market include: fruits, vegetables, dairy, meat, honey, syrup, plants, along with other products that are raised, produced, grown or harvested by the vendor. Beer and Alcoholic items are prohibited and not allowed on the grounds, property or venue. Handmade Crafts, baked goods, canned goods, must also be produced by the vendor and meet or exceed NYS, county or local rules and regulations as required. All other items are subject to approval by Wagner Farms and not allowed unless said approval has been made ahead of time.

9: "Bona Fide" Farmer vendor must grow and harvest at least 50% by state law, and Wagner Farms requires 75% your own goods being sold at our venue. Remaining portion of goods being sold should be from local sources as defined within NYS or states which border NYS, we recognize items come from a far and will allow certain out sourced goods that match our own goods sold by Wagner Farms.

10: Farmers wishing to participate in NYS FMNP must be signed up on their own and meet requirements. Wagner Farms will sign up as a designated FMNP market only if 2 or more vendors/farmers are signed up. Please check with Wagner Farms prior to accepting FMNP. Also understand Wagner Farms is a designated farm stand FMNP location and does not need a 2nd farmer on site to take FMNP ourselves.

11: Nursery/Plant vendor must have a valid NYS Ag and Market Nursery certificate and separate Vehicle certificate for offsite sales as per regulation. Copies of these must be provided to Wagner Farms at time of application.

12: Food Vendors must follow applicable Oneida County health department and NYS Ag and Market regulations or any combination of said while on Wagner Farms's property. Any vendor handling prepared unwrapped goods ready to eat must wear disposable gloves or use a barrier and utensil designed for serving while not handling money or non food goods with said devices.

13: Wagner Farms reserves the right to inspect any vendor or vendors booth while on the farm and property. We will not visit your home base or business.

14: Booth locations or vendors stalls/tent locations are set at the discretion of Wagner Farms Event Center/ Wagner Farms and may not be changed unless requested and approved prior to moving. Please consider we are trying to create a friendly interactive environment for customers and visitors while maintaining proper flow and distancing.

15: No Vendor may sub-rent or lease their space to anyone else without the prior exclusive permission of Wagner Farms.

16: Vendors must supply their own tent, weights and tables. Proper anchoring and weighting of tent must be done each time you set up and will be checked prior to allowing to sell goods to the public. All tent stakes, anchor points or weights must be safely protected and visible to the public to prevent trip and falls. If you need extra tables, caution cones or safety devices please ask Wagner Farms staff or owners ASAP, we do have extras on site.

17: Vendors may set up no earlier than 2 hours before opening time unless prior arrangements are made. Take down when you feel ready to leave or at our closing time which varies by day of season. This must occur and be done with in 2 hours.

18: Vendors are free to come and go as you need. Peak hours and customer vary greatly depending on weather and season plus event going on.

19: Vendors are responsible for general house keeping of their assigned area. Trash is to removed and taken with you. If you see trash on the grounds and area around your spot by all means pick it up and keep it clean. Wagner Farms has dedicated trash and recycling bins and cans positioned around the grounds. You may use them if needed. A compost green colored bin is located near our produce building, products that can be composted are welcome only if produced on site.

20: Sales are to be conducted in an orderly, professional, business like manner. No shouting or hawking of goods is allowed. Amplified means of sales is strictly prohibited. Vendors should refrain from using bad language or questionable terms in the public's presence. Politics does not belong at Wagner Farms venue during business hours.

21: Social media may be used, tagging of Wagner Farms, Wagner Farms Event Center or other business names used by Wagner Farms is allowed in positive manners. Slander will not be allowed and will be deemed automatic termination and forfeit of booth space and funds.

22: Vendors agree to maintain their booth or spot and keep as attractive as possible based upon his or her displays and goods being sold, boxes are allowed under tables, vehicles are allowed to remain with you for proper housekeeping and storage needs.

23: Vehicles may remain with you but must be behind the tent, may be used as an anchor point for tents, may be used for storage of boxes or extra goods, vendors may play their own radios at a tone level suitable for themselves to hear only. You may drive on gravel pathways to your spots and leave the gravel and park on the grass in your spot, be advised if mud exists you take full responsibility for any issues that may occur. Wagner Farms will provide help only if deemed able to do so safely and without harm to both parties equipment.

24: Vendors are responsible for maintaining a safe environment and set up conducive to public safety at all times.

25: While Wagner Farms allows the public to bring their family pets, dogs to the farm we ask vendors not to bring your own, this is to maintain safety and prevent issues from occurring. If you must bring your own dog, please verify ahead of time with Wagner Farms.

26: No smoking or doing drugs on the Venue or grounds of the farm allowed, this goes for vendors and customers alike. Part of bio-security and disease control and prevention we prefer if you smoke or vape please leave the property, walking to an offsite location ie: road shoulder, public right of way. Pick up after yourself. If you see someone smoking kindly ask them to stop.

27: It is the responsibility of all vendors to provide your own credit card or alternative payment methods for your customers, Wagner Farms will not provide those services for your sales. Cell service is available and limited at best. Be prepared.

28: Wagner Farms offers a special promotional banner/sign on a light pole near your location as a event sponsor and vendor, take advantage of this offer and promote, advertise and show all customers you work with local agriculture. Nearly 38,000 paying admission customers walked through in 2020. Advertising opportunities are worth the investment. Wagner Farms provides the sign and will maintain it for you, you must provide art work to use.

29: October 31st is our Trick or Treat event which is a free to the public event, you are welcome to set up as part of the fee and sell that day, we ask you consider donating towards the candy and promotion for that day. Last year nearly 4000 people walked through in just 4 hours time, many who spent money at our store. Take advantage of success and be part of it.

30: Wagner Farms Event Center is an at will employer or provider, you partake as you feel safest and how you wish. Our outdoor setting offers wide open spaces and fresh air, we serve all that come. Our venue is ADA compliant and accessible. Make sure your set ups, booths are the same, maintaining at least 3-4' wide pathways and clear flow of pedestrians is key. We will not tolerate anyone who discriminates again anyone for any reason, all are served.

31: Severe weather or storms: in the occurrence of a major severe storm comes through vendors are required to remain with their set up, taking shelter in your vehicles and not leaving a booth or goods unattended. This is why we allow you to keep your vehicles with you and require proper weighting or securement of tents. The area is a wide open possible windy location, please adjust set ups and displays according to this. Displays should be secured and weighted, removed if storms approach. Remember goods can be replaced but your life and our customers are not replaceable. If lightning or thunder is observed take proper measures as you feel fit or needed to protect your goods and self. In the unlikely event of major storm seek shelter in one of our sheds or ditch lines depending on issue at hand. Again your life matters. Please make sure customers are assisted to safety locations.

32: ADA accessibility. Wagner Farms and all events, activities on said property are accessible and friendly for wheelchairs and other mobility devices, we ask all vendors take steps to insure easy accessibility to your goods & displays for all to enjoy. Minimum of

3-4' wide aisles and proper height of tables and displays should be that of a normal market table.

33: Rest rooms are provided for public and staff, vendors are welcome to use one of the staff rest rooms. They are clearly marked and set in easy to access locations, hand wash stations are also provided. We offer ADA wheelchair accessible handicap rest rooms also if needed.

Wagner Farms has the following procedure set in place for issues that may occur:

Vendor Violation of contract:

i) first violation offense: verbal notice, informal discussions of the issue at hand or matter between vendor and Wagner Farms officials.

ii) second violation offense: written notice, formal discussions of the issue at hand or matter between vendor and Wagner Farms officials.

iii) third violation offense: Termination or cancellation of market opportunities and booth, forfeit of funds remaining, funds will be applied towards public free events.

Customer issues:

i) Notify Wagner Farms staff or officials/owners we will try to resolve the issue using reason and common sense

ii) Same customer second issue notify Wagner Farms staff or officials/owners we will ask both parties to separate and talk to each, if deemed a customer issue we will ask customer to leave or refrain from conducting business near vendor. If a vendor issue we will use the above Vendor Violation of Contract articles.

iii) Same customer continues to harass vendor Wagner Farms or Vendor will be required to contact Oneida County Sheriff dept. at 315-736-0141 direct non emergency phone line and ask to have an officer come to venue to take care of the issue.

I _____ have read and understand the rules and regulations of Wagner Farms Event Center market. By signing I acknowledge and respect Wagner Farms and its staff/owners and property and will do my best to aid and fulfill my duties as a vendor. I have initialed all pages of rules and regulations as proof I have read this and them plus signed as follows:

Sign: _____

Waiver notice under Covid:

Wagner Farms has taken all steps possible to insure a safe, secure, family friendly environment for all to enjoy, this includes Wagner Farms staff, vendors, customers and neighbors. Our venue has been laid out to give maximum space and air circulation allowing for two way flow of pedestrians while maintaining social distancing as pertaining to any situation. Respecting each parties rights is established upon entering the property and is the sole responsibility of each party. Wagner Farms will not discriminate based upon medical, mental or physical conditions and will not ask per privacy regulations. We are all able to conduct ourselves using common sense. An arms length from each person or one cows length which ever comes first will be used as a reference and base line for safe distancing and handling of any situations that arise.

Please sign here that you have read this statement:

Wagner Farms Event Center Market

Hold Harmless Indemnification Agreement:

The undersigned agrees to, at all times, indemnify and hold harmless Wagner Farms, Wagner Farms Event Center and owner Ronald Wagner, along with all property owners where Vendors' booth/spot/ space are located, and their employees, staff, security and volunteers thereof against all claims, demands, actions, or causes of actions arising or growing out of any injury, loss, damage to property from the installation, use, occupation, maintenance, state of repair or presence of any kind related to the booth/spot/space or installation of structure on Wagner Farms property and associated properties and will pay to Wagner Farms the full amount if any losses or damages which it may sustain, incur, or become liable for on account thereof.

The undersigned will supply Wagner Farms @ 5841 Old Oneida Rd, Rome, NY 13440 with certificate of insurance naming Wagner Farms, Wagner Farms Event Center @ 5895 Old Oneida Rd, Rome, Ny 13440 additional insured with liability coverage of not less than \$1 million per occurrence and \$2 million aggregate. Insurance is the vendors responsibility and expense.

Business Name: _____

Name of owner: _____

Signed: _____

Date: _____

Wagner Farms representative: _____

Wagner Farms Event Center Market Check List

Vendor Name: _____

_____ Completed application pages 1,2,3

_____ Insurance Certificate (ACORD 25) naming as additional insured:
Wagner Farms Event Center
Wagner Farms
5895 Old Oneida Rd
Rome, NY 13440

_____ Initial page 4,5,6,7,8,9 that you have read them in full

_____ Signed page 10 acknowledgment of rules and regulations and the waiver for COVID.

_____ Signed and dated page 11 Hold harmless agreement

_____ Completed this form along with providing documentation of required permits, licensing and certificates as requested.

_____ FMNP application if applicable

_____ Crop plan if applicable

_____ booth fee in cash, check, card over phone or in person or PayPal transfer upon acceptance to market.

Sign: _____

Notes: _____