



---

## VENDOR TERMS OF OPERATION AND SALES AGREEMENT AND EMERGENCY PROCEDURES

The **City of Deer Park Market Gathering** strives to ensure the highest quality market possible for both vendors and customers. Please read the terms carefully before signing below. If approved as a vendor, keep a copy for your records, as this agreement is part of your space rental agreement.

This agreement is binding for as long as you are a vendor at the City of Deer Park Market Gathering unless otherwise amended, changed, or replaced by Market Management. Vendors will be notified of changes by email two weeks prior to implementation. However, if changes are made for the safety of vendors and customers, changes will be implemented immediately.

Failure to observe this agreement and the terms of operation may result in warnings, fines, suspension, and/or termination of your space rental agreement.

---

## TERMS OF OPERATION AND SALES AGREEMENT

### City of Deer Park Market Gathering – Application Process

1. Only local farmers, growers, cottage food producers, specialty food vendors, home goods crafters, service providers, and their family members, partners, employees, or members of cooperative farming groups may sell at the City of Deer Park Market Gathering (hereinafter “the Market”) as regular vendors.
  - *Local* is defined as a business located within **100 miles of Deer Park, Ohio**.
  - All other vendor categories must apply through the Market’s Community Booth application.
  - No brokers, re-sellers, co-ops, franchised businesses, or large commercial producers are permitted.
  - Products obtained at auctions are not permitted.
2. Products sold must be grown or produced by the principal farmer or producer (hereinafter “producer”). Only items listed on the producer’s application or later approved by Market Management may be sold.
3. When selecting producers for each season, Market Management considers past sales data, attendance, product selection, and interactions with Market Management, fellow vendors, and customers. Past participation does not guarantee future acceptance.
4. Preference is given to applicants producing high-quality products using organic and sustainable methods or ingredients.

5. Producers must provide a thorough description of products and production practices on the application. Each description must contain a minimum of 15 words. Insufficient details may delay approval.
  6. Most products will be approved if they fall within Market categories. Products may be denied due to:
    - a. Non-local production
    - b. Market oversaturation
    - c. Direct competition with existing vendors
    - d. Failure to meet Market category requirements
  7. Vendors must submit copies of required certifications, including but not limited to:
    - Certificate of Liability Insurance
    - Mobile Food License
    - Organic Certifications (if applicable)
  8. Vendors must indicate requested market dates on their application. Approved dates will be confirmed by Market Management.
- 

### **City of Deer Park Market Gathering – Daily Operations**

The City of Deer Park Market Gathering operates seasonally, generally **May through mid-September**, with dates, hours, and locations determined annually by the City of Deer Park.

Once approved, producers (now referred to as “vendors”) must comply with the following:

9. Vendors will be invoiced. Payments may be made online, by check, or cash. A \$10 late fee applies after a 7-day grace period.
10. Returned checks or fraudulent payments may result in additional fees and/or suspension or revocation of vendor space.
11. Market Management reserves the right to visit farms or production facilities, with advance notice when possible.
12. Produce must be fresh, high-quality, and properly handled post-harvest. Lower-grade produce intended for processing (i.e. for sauces) must be clearly labeled. Market Management may remove poor quality items.
13. Value-added food products must be produced by the vendor in a licensed facility in compliance with all local, state, and federal regulations.
14. All packaged items must be labeled with the vendor’s name, address, ingredient list, and net weight in accordance with **Hamilton County Public Health** requirements.
15. Vendors may sell up to five (5) non-produced items, not exceeding 25% of total offerings, with prior approval. All such products must be locally produced and clearly labeled.
16. Any unapproved products brought to Market may result in written warnings and fines of \$25 per violation.

17. Organic products must be third-party certified under USDA standards. Certification must be available at the vendor booth.
18. Market Management and designees are responsible for space assignment, safety, and enforcement of Market rules.
19. Vehicles must be turned off once parked. Quiet generators may be used if necessary. Vendors must supply extension cords; cord covers may be required.
20. Vendors must display a sign identifying their business name. Town or region of origin is recommended.
21. Vendors must arrive at least 30 minutes before opening and be ready to sell at opening time. Repeated late arrivals may result in fines.
22. Vendors must provide at least 48 hours' notice for cancellations, except in emergencies or inclement weather.
23. No-call/no-show vendors will be charged a \$25 fee.
24. No sales may occur before the official opening time except for prepaid pickups.
25. Vendors may purchase from one another prior to opening if scheduled for that market day.
26. Vendors must remain until the official closing time and may not pack up early.
27. Vendors must maintain a clean, safe, and sanitary booth. Failure to clean the site may result in a \$25 fine.
28. Walkways must remain clear at all times.
29. Scales must be inspected and sealed by the **Ohio Department of Agriculture – Weights and Measures**.
30. Market Management will notify vendors of weather-related cancellations or delays.
31. Vendor spaces are not transferable and may change at Market Management's discretion.
32. Canopies must be weighted on all four corners with a minimum of 15 pounds per leg. Vendors may not attach tents together in lieu of weights.
33. Alcohol, tobacco, and firearms are prohibited unless otherwise permitted under City and State licensing.
34. Vendors must report daily sales totals for Market tracking purposes.
35. The Market may participate in gleaning or donation programs. Participation is voluntary.
36. Vendors must conduct themselves in a courteous, respectful, and professional manner.
37. Disputes must be handled respectfully and submitted in writing if unresolved.

- 38. Vendors are responsible for compliance with all applicable city, state, and federal laws.
- 39. Vendors must carry product liability insurance, naming the **City of Deer Park Market Gathering** as Additional Insured and agree to indemnify and hold harmless the City of Deer Park.
- 40. Market Management may amend these terms as needed, with notice provided when applicable.
- 41. Failure to comply may result in expulsion without refund.

**City of Deer Park Market Gathering – Emergency Procedures**

These procedures address, but are not limited to, wind, severe weather, lightning, medical emergencies, fire, and theft.

**Wind Advisory**

If a wind advisory is issued, tents may not be erected or must be taken down immediately.

**Tornado / Severe Weather**

If a tornado or severe weather warning is issued, the Market will not open or will close immediately. Vendors and patrons will be directed to safe shelter.

**Lightning**

If lightning is detected, tents will be collapsed if time permits and all individuals directed to vehicles or indoor shelter.

**Missing Person**

Market Management will immediately notify emergency services by calling 911 and assist with area canvassing.

**Medical Emergency**

Call 911 immediately. Market staff will clear the area and direct emergency responders.

**Fire**

Vendors using heat-producing equipment must have a tagged and inspected fire extinguisher. In case of fire, call 911 immediately.

**Theft**

Call 911 immediately. Do not confront suspected individuals.

**Acknowledgment**

I have read and understand the above Vendor Terms of Operation and Sales Agreement and Emergency Procedures for the **City of Deer Park Market Gathering Farmers Market** and agree to abide by all rules and requirements contained herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## DEER PARK MARKET GATHERING – VENDOR APPLICATION

**Fresh food, handmade goods, and good vibes—all in one place.**

Thank you for your interest in being a vendor at **Deer Park Market Gathering**. Our market is a welcoming community space that supports local farmers, makers, and small businesses while fostering meaningful connections within the City of Deer Park.

Please complete this application thoroughly. Submission does not guarantee acceptance. Vendors will be notified of acceptance via email.

### VENDOR INFORMATION

<b>Business / Farm Name:</b>	
<b>Contact Name:</b>	
<b>Contact Phone Number:</b>	
<b>Email Address:</b>	
<b>Business Address:</b>	
<b>Business Phone Number:</b>	
<b>Website / Social Media (if applicable):</b>	

### **VENDOR CATEGORY** (Please check all that apply)

- Farmer / Grower
- Cottage Food Producer
- Specialty Food Vendor
- Artisan / Handmade Goods
- Home Goods / Crafts
- Service-Based Business
- Community / Non-profit Booth
- Other – Specify: \_\_\_\_\_

## **PRODUCT INFORMATION**

<b>Please list all products you intend to sell.</b> <b>Only approved items may be sold at the market.</b> (Attach additional sheet if necessary)	<b>MONTHS AVAILABLE</b>				
	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG.</b>	<b>SEPT.</b>

**Production & Practices (If applicable)**

- Organic (Certified)
- Organic (Not Certified)
- Sustainable / Eco-Conscious
- Conventional

**Production Description & Practices (minimum 15 words):**

**Are all products grown, produced, or handmade by you or your business?**

- Yes  No If no, please explain and identify sources:

**Licenses and Insurance** (Check all that apply and attach copies if required)

- Certificate of Liability Insurance
- Cottage Food License
- Mobile Food License
- Health Department Permit
- Organic Certification
- Other: \_\_\_\_\_

*Note: Vendors selling food or consumable products must comply with all local, state, and federal regulations.*

**Market Participation**

**Which dates are you interested in attending?**

- Full Season - Fee of \$125 for full season. Fee is due at the time of application.
- Select Dates (please list):  
Fee of \$25/month for less than full season. \$25 due at time of application. Remaining months will be due by 9:00am at each future market date.

**Do you require electricity?**  Yes  No (Please note: There is a \$25 additional fee for the season for electricity)

**Will you be using a canopy?**  Yes  No  
*(Canopies must be weighted with a minimum of 15 lbs. per leg.)*

**Set up Details**

**Estimated booth size:**

- 10x10
- Other: \_\_\_\_\_ (Please note: If larger than 10x10, additional fee will apply)

**Will you use heat-producing equipment (grill, warmer, etc.)?**

- Yes
- No

**If yes, fire extinguisher required.**

# Facility Use Waivers and Requirements

## I. BOOTH/PROPERTY USE AGREEMENT

1. The City of Deer Park reserves the right to close the property for restoration, maintenance, poor weather or any other reason that the City determines in its sole discretion requires property closure. The City will make reasonable efforts to notify the vendors of any closure.
2. The Vendor and/or its representative will be responsible for any and all damage to the property that occurs during the reserved time.

## II. ASSUMPTION OF RISK

I fully assume any and all risk of injury, damage or death, of any kind, nature, degree or amount, which may result in connection with reserving the Facility ("Reservation").

## III. WAIVER AND RELEASE OF ALL CLAIMS

I do hereby expressly and fully waive, discharge and release the City of Deer Park, Ohio, its elected and appointed officials, its officers and employees, and all others working in concert with the City of Deer Park, Ohio, against all claims and causes of action, including but not limited to actions based upon negligence, which may arise against the City of Deer Park, its elected and appointed officials, its officers and employees and all others working in concert with the City of Deer Park as the result of any injury to any person, including death, and damage to any person or property resulting from the Reservation.

## IV. INDEMNIFICATION

I do hereby agree to indemnify and hold harmless the City of Deer Park, Ohio, its elected and appointed officials, its officers and employees and all others working in concert with the City of Deer Park, Ohio who through negligence or intentional conduct on the part of any participant who might be otherwise liable for damages as the result of the Reservation.

## V. INSURANCE REQUIREMENTS

I understand that the following insurance must be maintained at all times during the Reservation, which such insurance shall insure against claims to persons or damages to property which may arise in connection with the Reservation: Commercial General Liability Insurance on an occurrence basis, with coverage at least as broad as ISO Form CG 00 01 12 07, including products-completed operations, and personal and advertising injury, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence. The following shall also apply to such insurance coverage:

- 1. Additional Insureds:** The following shall be named as additional insureds; the City of Deer Park, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board/commission members, including employees and volunteers.
- 2. Primary Coverage:** For any claims related to this Agreement, the above-named User's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be an excess of the User's insurance and shall not contribute to it.
- 3. Verification of Coverage:** User shall furnish the City of Deer Park, Ohio with a Certificate of Insurance evidencing the coverage requirement herein not less than two (2) weeks prior to the commencement of the Reservation. The City of Deer Park, Ohio reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required herein, at any time. The subject Certificate shall include the following language: The following are additional insureds: The City of Deer Park, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured whether other available coverage be primary, contributing or excess. The subject certificate shall also contain (a) the Requested Site or the Reservation and (b) the Date(s) of Reservation.

**4. Notice of Cancellation:** Each insurance policy required herein shall provide that coverage shall not be cancelled, except with prior notice to the City of Deer Park, Ohio. If lessee receives a notice of cancellation or material change, lessee shall immediately notify the City of Deer Park, Ohio.

**5. Coverage Expiration:** If any of the above coverage expires, is cancelled, non-renewed, reduced in coverage, or materially changed during the term of this Agreement, User shall deliver renewal certificates and/or policies to the City of Deer Park, Ohio Administrative Office not less than ten (10) days prior to said date of expiration, cancellation, non-renewal, reduction or change.

**6. Modification:** The City of Deer Park, Ohio reserves the right to modify these requirements, including limits, based upon the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**VI. DISPOSAL OF TRASH AND WASTE**

All trash, waste, and other refuse generated during the Reservation shall be bagged and placed completely within the trash receptacles provided in or at the Facility. In the event that such receptacles are full such that the bagged trash, etc. cannot be placed completely within the same, User shall otherwise legally dispose of the same at another location.

**VENDOR SIGNATURE**

The undersigned hereby indemnifies and agrees to hold harmless the City of Deer Park, Ohio, its officials, employees and agents from any claims, damages, awards, litigations, injuries, or any other cause of action, including any expenses of defense thereof arising out of the undersigned's use of the property. The undersigned also states that the information provided to the City of Deer Park is true and correct, and agrees to the stated terms.

Vendor Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Phone #: \_\_\_\_\_

# **AGREEMENT & ACKNOWLEDGMENT**

By signing below, I acknowledge that:

- I have read and understand the **Deer Park Market Gathering Vendor Terms of Operation, Emergency Procedures, and Facility Use Waivers and Requirements.**
- I agree to comply with all City of Deer Park, market, and health regulations.
- I understand that acceptance is at the discretion of Market Management.
- I agree to maintain a professional, respectful, and community-oriented presence at the Market.

<b>Signature:</b>	
<b>Printed Name:</b>	
<b>Date of Signature:</b>	
<b>Email Address:</b>	

## **SUBMISSION INFORMATION**

Please email your completed application, fees and required documents to:  
Natasha Kohorst - [nkohorst@deerpark-oh.gov](mailto:nkohorst@deerpark-oh.gov).

**Deadline:** \_\_\_\_\_

You will be notified of your application status via email.

---

### **FOR OFFICE USE ONLY**

Date Application Received:	Received By:
Date Approved:	Approved By:
Date Denied:	Denied By:
Reason Denied:	
Date of Email to Vendor:	