

Wednesday Pier Farmers Market
St. Augustine Beach, FL

Rules, Procedures
and
Operating Guidelines

Our Mission:

The mission of the Wednesday Pier Farmers Market located at 350 A1A Beach Blvd, St. Augustine, FL (the St. Augustine Beach Pier Park) is to promote local food and local artists. To build a community where we work and live. To support the local economy, increase market opportunities for farmers and small businesses, provides access to an assortment of local and regional sourced products.

The market is a destination, a place that serves as a setting for the community and visitors to gather and learn something new from a farmer, grower, producer, or exhibitor.

Hours of Operation:

The Wednesday Pier Farmers Market is held every Wednesday, year-round from 8:00 am to 12:00 pm weather permitting.

For the safety of our patrons, vendors must arrive at the market no later than 7:30 am and be ready to start selling when the market opens at 8:00 am. Latecomers may be relocated or denied admission at the sole discretion of market management.

Vendors are required to stop selling at the close of the market. All vehicles must vacate the market site no later than 1:00 pm. If a vendor has not left the premises by 1:00 pm, they will be charged a late penalty fee which equals the amount determined by St. Johns County.

Vendors are required to stay until the market closes even if they have sold all their goods. The market manager must approve exceptions to this policy in advance.

A market representative is responsible for officially opening and closing the market each day.

Market management and St. Johns County reserve the right to change market hours, and location. Vendors will be notified well in advance of any changes.

Market Management Contact Information:

Preferred contact for the market is via email **staugpiermarket@gmail.com**

Market Manager:

Julie Olsson

Phone: 904.315.0952

Email: julieolsson22@gmail.com

Definitions – Product(s):

(Contains but not limited to)

Fresh Food – salads, specialty juices, lemonades, teas, coffee, seafood

Farm – produce, meat, cheese, dairy.

Grocery – dried herbs and spices, baked goods, jams, pickles, olives, nuts, seeds, honey

Hot Food – readymade food, onsite consumption.

Craft – jewelry, crochet, sewing, soap, lotion, wood working, clothing.

Art – paintings, drawing, sculptures, pottery, metal works, photography.

Non-profit – entity that qualifies as tax exempt.

Plants – potted live plants contained in soil, air plants.

Application:

To apply to the market, prospective vendors should submit a completed vendor application by US mail, email or deliver by hand to the market manager during market hours with information about their business and description of their product. Along with the application photos of the product and booth setup are required.

Efforts will be made to accommodate those who apply however participation may not be allowed due to insufficient space; product mix; duplication of product(s). If a product is already well represented, applications will be kept on wait-list pending space availability.

You may only bring to sell what has been approved prior to market. If new items are to be introduced, a written request to the market manager is to be submitted prior to offering it for sale in your booth.

Quantity and type of vendors are at the sole discretion of the market manager.

A non-refundable \$30.00 application fee is required to be submitted with the application. Checks payable to the Wednesday Pier Farmers Market. The application fee is \$32.00 if paying online.

Permits, Licenses and Insurance:

Vendors must comply with all state and local health regulations, federal, state, local and special ordinances, and statutes. Vendors must obtain and keep current any state and local permits and are responsible for any taxes. Permits and licenses are to be always displayed during market hours.

The market is not responsible for any liability arising out of negligent acts of the vendor, their product, or employees. Vendors should obtain adequate property, liability, and workman's compensation insurance pertaining to their type of product. Vendors agree to hold harmless St. Johns County, City of St. Augustine Beach and the Salt Air Farmers Market, LLC DBA Wednesday Pier Farmers Market.

Insurance may be purchased using FLIP or locally, Herbie Wiles Insurance in St. Augustine.

Vendors are required to obtain a St. Johns County Business Tax Receipt. Contact the St. Johns County Tax Collector's Office at 904.209.2250 for information.

Vendors who are 65 years of age or older and reside in St. Johns County may obtain the Business Tax Receipt at no cost. Be sure to mention this to the associate at the St. Johns County Tax Office when obtaining your permit.

Information for the Florida Food Cottage Law can be found online at:
<https://www.fdacs.gov/Business-Services/Food/Food-Establishments/Cottage-Foods>

Vendor Requirements:

Vendors are required to conduct themselves in a manner that fosters a positive shopping experience for patrons of the market. Unsuitable language such as crude jokes, offensive comments, or engaging inappropriate behavior is not allowed. Market management expects vendors to conduct themselves in a courteous and friendly manner with fellow vendors, management, and patrons of the market.

No dissemination of fliers, handbills, posters, signage etc. is permitted without prior approval of manager in writing. Barking or shouting out to attract customers is not allowed.

Tearing down may commence at the end of the market. Vendors are responsible for cleaning their area after use and disposing of any waste. Boxes should be removed by the vendor, disposed elsewhere other than market receptacles. Vendors offering samples must have a container in the booth for waste. The garbage receptacles located in Pier Park are for patrons of the market only.

Vendors should have adequate money to make change for customers and be responsible for their own form of payment.

The market is not responsible for any liability arising out of negligent acts of the vendor, their product, or employees. Vendors should obtain adequate property, liability, and workman's compensation insurance pertaining to their type of product. Vendors agree to hold harmless St. Johns County, St. Johns County Board of County Commissioners, City of St. Augustine Beach and the Salt Air Farmers Market, LLC DBA Wednesday Pier Farmers Market.

Scales used to weigh products must meet the standards of the Florida Department of Agriculture and Consumer Services.

Attendance:

Vendors are required to notify market management 48 hours in advance if they are unable to attend the market. The preferred method is by email to staugpiermarket@gmail.com.

Vendors who pay by the month in advance, the payment for the market day missed will be forfeited if notification is not received as required. Vendors will receive credit if notified within the time frame.

If vendors who pay by the day do not notify within the required time frame, they must pay for the missed day prior to attending the next market.

If not notified within time frame vendors will receive –

- First offense: verbal warning
- Second offense: written warning
- Third offense: suspension from market
- Fourth offense: termination from market

Participation on market days with severe or inclement weather is at the discretion of vendors. Be sure to notify the market manager of your decision not to participate within 48 hours of the start of the market to adhere to the vendor cancellation policy.

Vendor Booths:

Vendor booth spaces are assigned by the market manager. Priority will be given to regular vendors who will have the same booth location. Seasonal vendors may be moved to different locations within the market as determined by the market manager.

To retain a permanent spot, it requires the vendor not missing more than 10 markets during the year. The year runs from October 1 through September 30. Once 10 markets have been missed, vendors will be considered a seasonal vendor and you forfeit your permanent booth location at the market. Booth fees for seasonal vendors are \$35 per market.

When arriving on the morning of the market, seasonal vendors should contact the market manager to see where their location will be for the day.

Vendors must supply their own tents, tables, chairs, etc. Each leg of the tent should be weighed with 10-pound weights. Awnings must be at least 6 feet in height.

Space size is 10 feet by 10 feet. Extending beyond allotted space will result in additional fees.

Nothing, including signage, will be allowed to extend outside the designated booth space dimensions.

Booth Fees:

Full time vendors - \$30 per market

Seasonal vendors - \$35 per market

*Seasonal vendors are defined as vendors who miss 10 or more markets throughout the year. The year runs from October 1 through September 30.

Cancellations made by the market manager will not count towards the total absences. Consideration will be given to illnesses and special circumstances as determined by the market manager.

Payment for booth space will be collected each market day and can be paid in cash, check or credit card via an online payment system. Vendors are to bring their booth payment to the market manager tent between 8 am – 10 am.

Vendors may pay monthly at the beginning of each month by bringing their payment to the market manager tent between 8 am – 10 am. If a vendor who has paid monthly notifies the market manager within 48 hours of the start of the market that they will not be able to attend the market, a credit will be given for that day that can be applied to a future date. Monthly vendors will forfeit their fee for the day missed if they do not notify the market manager within 48 hours of the start of the market.

Background Check:

Prospective vendors must submit to a Level 1 background check prior to setting up at the market.

Prohibited Items:

Smoking, alcoholic beverages, and firearms are not allowed on market premises.

Disputes:

All complaints and/or concerns, whether from participants or customers, should be reported to the market management and submitted in writing via email to staugpiermarket@gmail.com. Market management will address all issues appropriately.

Non-Compliance:

Market management reserves the right to dismiss any vendor or remove any product being sold that does not adhere to the rules and procedures as outlined in the document. Consequences for violating the rules and procedures will result in the following:

- First offense: verbal warning
- Second offense: written warning
- Third offense: suspension from market
- Fourth offense: termination from market

Reason to disallow participation:

Efforts will be made to accommodate those who apply however participation may not be allowed due to prior performance; insufficient space; business location; product mix; duplication of product(s); sourcing impact; unfulfilled ingredient sourcing requirement; not submitting required licenses/permits on time; late arrival and/or absence without proper notice; refusal to adhere to the market guidelines.

Safety:

Vendors must perform safety and serviceability checks of all equipment and appliances prior to use:

- Propane tanks must be pre-checked for damage and leaks to hoses and tanks.
- Fire extinguishers must be provided by the participant and readily available.
- Cords must be three-prong and securely installed so that a secure connection always exists between the prongs and connection point.
- Cords must be out of foot traffic areas or covered to prevent trips and falls.
- All cords will be inspected and will be removed if the cord is found to be damaged.
- In the event of high winds, securely fasten tents, tables, and items to prevent them from flying away.

Electricity and Water:

Vendors must advise the market manager at the time of application of electrical requirements of any equipment planned for use. Vendors are responsible for providing their own outdoor approved extension cords. Electrical extension cords must be rated for outdoor usage and UL (Underwriters Laboratory) certified.

Cords must be out of foot traffic areas to prevent trips and falls and covered with mats that are in areas utilized by market customers.

Vendors who provide food samples to market customers are responsible for setting up their own temporary hand washing station comprised of a plastic water jug with a spigot that provides running water, soap in a dispenser, paper towels and containers to catch used water or sanitizer in. Mobile food trailers shall have the required 3 compartment sink and handwashing station. Any sampling or tasting of products must be approved by the market manager. All the Health Department guidelines and recommendations shall be followed.

SNAP:

All Vendors who sell items approved by the SNAP program are required to accept SNAP payments. Payments will be made in the form of \$1 tokens from customers. Tokens will be collected and reimbursed by the Market Manager daily.

**Currently working on establishing SNAP

Security:

Officers are scheduled from 9:30 am to 12:30 pm. Cost is \$55 per officer, per hour and officers will be paid each market day. Coverage based on market needs will be re-evaluated and implemented as needed.

By execution hereof, the undersigned releases and discharges and agrees to hold harmless the County of St. Johns, St. Johns County Board of County Commissioners, and the City of St. Augustine Beach from all claims, demands, action or right of action arising by the Wednesday Pier Farmers Market and the Salt Air Farmers Market, LLC except due to the sole negligence of the above-named entities. The vendor agrees to protect, defend indemnify and hold harmless the above said entities, its officers, board members, agents and volunteers from and against all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or grow out of any act or omission of the vendor and its agents, or any and all costs, expenses and attorney fees incurred by the vendor as a result of any claim, demands or causes of action arising out of operating Wednesday Pier Farmers Market.

I have received, read, and understand the terms and conditions described on this application and agree to comply with regulations applicable to my products. I assume all responsibility for investigating and complying with said regulations. By signing below, I agree to all the rules and regulations of the Wednesday Pier Farmers Market and the Salt Air Farmers Market, LLC.

Signature: _____

Print Name: _____

Business Name: _____

Date: _____

St. Augustine Beach Wednesday Pier Farmers Market

Vendor Application

Business Name:	
Owner/Point of Contact:	
Mailing Address:	
City/State/Zip:	
Phone:	
Email:	
Website:	
Facebook:	
Instagram:	

Product description - list all products you wish to sell while vending at the market. Include photos of the products and your booth. Products that require additional state or local inspections or licensing must submit proof of compliance with the application:

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Applicant's authorization for background check

I acknowledge that I have read and fully understand the consent for a criminal background check and that I accept and sign this authorization voluntarily by providing the required information.

Applicant's Signature	Date
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Required information for background check. Provide legal name as listed on government issued ID.

<u>First Name</u>	<u>Middle Name</u>	<u>Last Name</u>
<u>Maiden/Alias – First Name</u>	<u>Middle Name</u>	<u>Last Name</u>
<u>Date of Birth</u>	<u>Race</u>	<u>Sex</u>

For Office Use Only

FDLE Transaction Number	Date	By

Results:

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Salt Air Farmers Market, LLC DBA Wednesday Pier Farmers Market

Authorization for release of information for Level 1 background screening

I, _____ authorize release to the Salt Air Farmers Market DBA Wednesday Pier Farmers Market and St. Johns County, FL any record or information concerning my driving record and any crime committed or alleged to have been committed by me. This includes, but is not limited to, arrest records and conviction data, and shall be deemed to include any updates, supplements, or revisions to such records that may be obtained during my continued participation with the Salt Air Farmers Market DBA Wednesday Pier Farmers Market and St. Johns County, FL. I hereby release any governmental, police, or other agency as custodian of such records, including all officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of any type which may at any time result to me, my heirs, family, or associates, because of compliance with this authorization. I also understand that all information collected pertaining to this application may be considered public record.

If a record of criminal convictions or other disqualifying information is discovered, the applicant will be given a copy of the criminal history report and asked if it is accurate prior to any final decision. If the applicant disagrees with the accuracy of the report, it will be up to them to provide documentation to support their claim.

PLEASE INITIAL: _____

I hereby waive any right to assert that such an investigation or request constitutes an invasion of my privacy. I recognize that such inquiries are in the interests of all persons, entities, and agencies involved, and I fully consent to such investigations. I, the undersigned, for myself, my heirs, executors, administrators, and representatives, do hereby remise, release, and forever discharge and agree to indemnify and hold harmless Salt Air Farmers Market DBA Wednesday Pier Farmers Market, any involved background check vendor and/or licensed private investigator, St. Johns County, its directors, officers, employees, volunteers, agents, and representatives, and third parties.

I understand and agree that the Salt Air Farmers Market DBA Wednesday Pier Farmers Market and St. Johns County, FL may, at their sole discretion, decline to accept my application for, or participation with the Wednesday Pier Market or any event(s) organized by the same, with or without cause.

I acknowledge that I have read and fully understand the above consent for criminal background check and that I accept and sign this form voluntarily by providing the below information required for the background check. I understand that the above consent for criminal background check shall continue as required while participating in any work associated with any contract with Salt Air Farmers Market DBA Wednesday Pier Farmers Market and St. Johns County, FL.

Applicant's Signature Date