

**COLESVILLE COMMUNITY MARKET
VENDOR APPLICATION & AGREEMENT
2018 Season: May 19 – September 29, 2018**

Welcome! We are excited about your interest in participating as a vendor at the NEW Colesville Community Market (CCM). The CCM is a congregational community of the Colesville United Methodist Church committed to locally grown produce, individual and group artisans and quality handmade creations.

Venue: Colesville United Methodist Church parking lot
Address: 52 Randolph Road, Silver Spring, MD 20904

Day & Time: Saturdays from 9 am to 1:30 pm (*Weekly*)

To be an approved vendor at CCM, a completed application *and* a signed agreement are required. Please complete the vendor application, the signed agreement, and enclose market fees (application fee + space fee – made payable to the Colesville United Methodist Church) and mail them **within 10 days of receipt of this application** to:

Colesville United Methodist Church
ATTENTION: Colesville Community Market
52 Randolph Road, Silver Spring, MD 20904
***(Submissions in person will also be accepted:
Only Mondays – Thursdays between 11 am – 4 pm)***

ALL VENDORS AND THEIR ASSISTANTS MUST AGREE TO ABIDE WITH THE TERMS AND CONDITIONS OUTLINED IN THE APPLICATION, AGREEMENT, & MARKET HANDBOOK.

There are three sections of the CCM application that must be completed for acceptance as a CCM vendor:

- I. Vendor Information
- II. Business Description
- III. Agreement (includes Terms and Conditions; Market Application Fees and Space Fees)

The CCM Market Handbook is provided as a reference that outlines additional market information and important vendor requirements. All vendors are expected to know and abide by the requirements through the market season.

Questions or requests for clarification may be emailed to CCM Market Manager at: ccm@cumc.org.

SECTION I: VENDOR INFORMATION

(This application covers the period of one market season and must be renewed annually.)

Name _____ Business Name _____

Mailing Address: _____

Location of Kitchen/Studio _____

(if different from mailing address)

Primary Contact Phone Number: (_____) _____ Receive Text Messages: Yes / No

Alternate Phone Number: (_____) _____

E-mail: _____

SECTION II: BUSINESS DESCRIPTION

Category of business: **Craft/Art** **Baked Goods** **Prepared Food** **Agricultural Foods** **Farm**

Website / Social Media links (if any): _____

MD Tax ID # (Required) _____

Permit/License from the State of Maryland # _____ *(for prepared foods only)*

License Expiration Date: _____ *(for prepared foods only)*

(REMEMBER: It is important that copies of all applicable permits are included with the application before moving forward. We are required to have these at the Welcome/Information booth on market days.)

Will you have other individuals with you at the market (i.e., assistant, family members etc..?) Yes / No

Name of additional individuals:

1) _____ 2) _____

Provide a brief description about your business (or a link if it is available online). Include types of products, how it started, a little about yourself and your business introducing yourself etc...)

SECTION III: AGREEMENT

A. MARKET FEES

1) Application Fee (non-refundable): \$35 for the season (May through September)

2) Space Fee (10 x 10):

Artisans/Bakers: \$50/month OR \$15/week (for the 1st 10 x 10 space)

\$20/month OR \$10/week (for 2nd 10 x 10 space)

Farmers: \$50/month OR \$15/week (For 10 x 10 space)

Food Vendors/Trucks: \$80/month or \$25/week

***Payments accepted in US Money Order or Checks for Application Fee + Space Fee
(Payable to Colesville United Methodist Church).***

We are unable to accept cash payments.

B. DESIRED SPACE REQUIREMENTS AT MARKET

Number of 10'x10' spaces desired to be reserved: _____

All vendors must provide their own set up which includes tables, chairs, trash bin, and a 10' x 10' canopy with weights for windy conditions.

To promote strong vendor-customer relations, CCM values vendors who can commit to a weekly schedule for the entire season. We recognize, however, that a weekly schedule may not be possible. If that is the case, let us know your scheduling preference by circling the appropriate options below:

Prefer weekly

Prefer bi-weekly (every two weeks)

Prefer monthly

Please CIRCLE the dates you will be selling at the Market:

May 19

June 23

August 4

September 15

May 26

June 30

August 11

September 22

(Memorial Day

July 7

August 18

September 29

Weekend)

July 14

August 25

June 2

July 21

September 1

June 9

July 28

(Labor Day Weekend)

June 16

September 8

Signature _____

Date _____

C. ARTISAN/BAKERS CERTIFICATION OF PRODUCTS FOR SALE AT MARKET

Please list **ALL** products to be sold at the Colesville Community Market (CCM). Include additional pages as needed. **PLEASE NOTE:** If an item is not listed, it cannot be sold without prior approval of the CCM Team.

- 1. _____ 6. _____
- 2. _____ 7. _____
- 3. _____ 8. _____
- 4. _____ 9. _____
- 5. _____ 10. _____

IMPORTANT NOTE:

Bakers should possess the proper licensing from Montgomery County Health and Human Services. Prepared food vendors must hold a current food service license and health department’s farmers market license required by both state and the county.

FARMERS & GROWERS: CERTIFICATION OF PRODUCTS FOR SALE AT MARKET

Check each category in which you plan to bring product to market:

Fruits: Vegetables: Cut-Herbs: Cut-Flowers: Meat: Poultry: Seafood:

Eggs: Dairy: Honey: Mushrooms: Bedding Plants/Flowers:

Potted Herbs: Other, please specify): _____

D. AGREEMENT

I hereby certify that I am the bona fide developer of the products and/or the authorized vendor for the handmade creations and other goods that I intend to sell at the Colesville Community Market, and said goods/products are produced/developed at the specified business location listed on this application. I also attest that I have read and understand the 2018 Colesville Community Market Vendor Application and Handbook, and that I agree to abide by them. I acknowledge that acceptance to sell at the Colesville Community Market (CCM) and

market space assignments are made at the discretion of the Market Team. I agree that failure to comply with the Terms and Conditions, or to attempt to conduct resale transactions at the CCM, may result in losing my privilege to sell at this market. I further acknowledge that the public and beneficial purposes of the CCM include the effort to support local artisans, fair trade practices, and local businesses. I further agree that the Market management does not warrant, expressly or by implication, that the participants will make a profit. I further acknowledge that any false statements I have made on this application will void this agreement and be grounds for removal from the Colesville Community Market.

Signature: _____ Date: _____

E. COLESVILLE COMMUNITY MARKET ~ TERMS & CONDITIONS GOVERNING MARKET OPERATIONS

1. The Market known as the Colesville Community Market (CCM) shall be located at 52 Randolph Road, Silver Spring, MD 20904. The oversight body of the CCM will be the CCM Core Team (hereafter referenced as the "Team").
2. The Market shall be open from **9:00 a.m. until 1:30 pm** on Saturdays. The first 2018 Market will begin on **Saturday, May 19, 2018**, and will end on **September 29, 2018**, for a total of 20 market days. **It is expected that all full season artisans/crafters will attend each market date.** Partial season **artisans/crafters** (i.e., those attending less than 10 market dates) will be considered for participation in the market by the Team upon receipt of a request from the vendor. Any and all **artisans/crafters** may be refused at the discretion of the Team, pursuant to the Market Handbook.
3. Reserved market spaces must be set up and occupied at least 30 minutes prior to opening the market, i.e., 8:30 am. Late arriving vendors may not be assigned the same space each week.
4. Items allowed for sale shall include, but not be limited to: container plants, berries, eggs, honey, preserves, baked goods, jewelry, crafts, soaps, acrylic yarn, raw wool and spun wool yarn. All items and goods for sale at the Colesville Community Market must be 100% created/baked/developed by the artisan/baker or promotes the work of artisans who make their own products.
5. Sale of **all** food items is subject to approval by the Montgomery County Department of Health. Baked goods, jams, jellies, preserves, conserves and fruit butters offered for sale must be prepared and labeled in accordance with the State of Maryland's cottage industry regulations. Vendors are expected to know what is expected by the State of Maryland before selling at the CCM. Market participants are responsible for obtaining any necessary permits required by the State of Maryland and/or Montgomery County for selling their goods.

6. **Market participants shall notify the Market Manager by phone call, text or email no later than the Thursday night before a Saturday market if they will not be at the Saturday Market.** Market participants shall set up their assigned market spaces by 8:30 a.m. on Saturday mornings, and shall clean up by 2:00 p.m. Participants are expected to attend the market **every** week, unless indicated on Page 3.
7. **Copies of all licenses relevant to that business must be submitted for market review with the application and agreement.**
8. Market participants agree to make their stands and products offered for sale as attractive as possible. Participants shall keep their market space free from refuse during market hours. Sales shall be conducted in an orderly and businesslike manner. No shouting or other objectionable means of soliciting trade will be tolerated.
9. At the conclusion of market hours, participants shall remove any remaining food items, trash, and associated sales equipment (tables, chairs, baskets, boxes, bags, tents, etc.) from the site as quickly and efficiently as possible.
10. The success of the market relies on the momentum built by the active participation of all market vendors, starting with the opening market day in June, and lasting through the last market day in October.
11. All vendor prices must be clearly marked or posted. Collusion and deceptive pricing practices are strictly forbidden. Vendors are not allowed to pressure, harass or bully other vendors regarding the pricing of their product.
12. Each vendor shall have an assigned space at the Market location, assigned to them by the Market Manager. However, the Manager reserves the right to reassign market spaces as they see fit in the best interest of the Market.
13. The Team is responsible for assigning market spaces, inspecting displays, supervising selling practices, collecting fees, and collecting sales information at the end of each market day as well as performing whatever else is necessary to ensure the proper operation of the market. Market participants must report any accidents or unusual occurrences immediately to any member of the Team.
14. The Team does not warrant, expressly or by implication, that participants will make a profit.
15. The Team may reserve vendor space at the Market for fundraising, promotional and civic activities, such as membership drives and sales of tote-bags. Use of funds from Market-related product sales shall be strictly limited to meeting market expenses and are not intended for profit by any individual.

16. The Team shall promote the Market through press releases, posters, flyers, and other appropriate means at the start of the market season and when appropriate afterwards.
17. **CUMC and CCM will not assume any liability. No liability insurance is provided by the Colesville Community Market to participating vendors. Vendors are expected to have their own insurance.**
18. The Team has the responsibility and authority to direct CCM participants to comply with the Terms and Conditions of the Colesville Community market and the Colesville United Methodist Church Policies. Complaints regarding violation of these Terms and Conditions may be referred verbally or in writing to the Market Manager for resolution. **If violations of the Market Terms and Conditions or other rules result in suspension or removal from the CCM, no refund of fees will be made.**
19. All participants in the Market agree to abide by the stated Terms and Conditions and Church Policies as outlined in the Application and Market Handbook.
20. Booth spaces may be available free of charge for CCM Team-approved not-for-profit organizations. The Market Manager should be contacted for information regarding how to obtain a not-for-profit booth space.
21. Parking will be available for one vehicle per vendor. The Market Team will direct vendors to park in assigned locations.
22. Vendors are expected to provide their own source of water, electricity, or gas. There will be no provision of water or electricity hook-ups.
23. All approved vendors at the Colesville Community Market are required to wear the CCM badge on every market day. The vendor badge will be provided to vendors on the first market day, June 3rd. These are to be returned at the end of each market day. The badge distinguishes CCM vendors from market patrons and provides access to restrooms.
24. Vendors agree to photos or voice recordings being taken at the CCM of the booths, vendors, trucks, products and that they may be used specifically for promoting the Market and their business.
25. In the interest of public health and safety, **SMOKING WILL NOT BE PERMITTED ON THE MARKET GROUNDS.**
25. It is expected that confirmed vendors for the CCM will make a good faith effort to attend the New Vendor Orientation (when scheduled).

26. Vendors agree to conduct themselves in a professional manner, including committing to sell during the entire duration of the market and not close their booth before 1 pm, and not using profanity or becoming physically or verbally abusive. Vendors also agree not to have pets (other than service dogs), alcohol, weapons, or illegal/harmful substances while selling on Colesville United Methodist Church property.
27. Vendors agree that the Montgomery County Bag Tax does not apply to this market.
28. It is also understood that the CCM or CUMC will not be responsible for theft or damage to any items or displays.
29. CCM will follow Montgomery County alerts for weather conditions, closing the Market as needed. If there are no alerts, vendors understand that the market will proceed, rain or shine, and that the choice to participate is entirely theirs to make. If the weather prevents a vendor from attending, that artist must immediately notify the Market Manager by e-mail at ccm@cumc.org.

COLESVILLE UNITED METHODIST CHURCH POLICIES

- All persons shall conduct themselves on church property in such a manner that they will not bring reproach upon the name of the church.
- Colesville United Methodist Church activities shall have priority over the Market for use of the parking lot for church events.
- The building and facilities shall be treated with the respect fully due a place of worship.
- Acts of vandalism, discretion, and disrespect shall nto be tolerated under any conditions.
- All groups, including the Market, must have adequate supervision, and must, at all times comply with the “Safe Sanctuary” policy of the church (included in the Market Handbook). Children under 15 years old should never be left unattended.
- A CUMC member and/or CCM Team Member will be the contact person in charge and will be present every Market Day.
- No vehicles shall be parked on the walkways of the church, repaired on the church grounds, or left overnight on the premises.
- Vendors who are allowed to use the restrooms shall restrict their activities to that location. Vendor badges are to be worn at all times during Market Days.
- CCM is held on CUMC grounds, which is a smoke-free location. No smoking is allowed on the premises.

F. VENDOR CERTIFICATION AND INDEMNITY AGREEMENT

- I (we) do understand that the space fee, length of season, and hours of operation are set in the rules and regulations and I (we) will abide by them.
- I (we) further agree to operate my (our) space in accordance with these rules and to pay all applicable fees as set out in the Application, Terms and Conditions, and I (we) will abide by them.
- I (we) the undersigned have read the Terms and Conditions of the Colesville Community Market, including the Market Handbook, and do agree to abide them and that they are subject to change.
- I (we) further understand that failure to comply with the Terms and Conditions of the Colesville Community Market, including the Market Handbook could result in my (our) privileges to be a CCM vendor.
- I (we) agree to HOLD HARMLESS and INDEMNIFY the Colesville Community Market (CCM), Colesville United Methodist Church (the sponsoring body), its members and employees, and Montgomery County from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by the Colesville Community Market, when such damages or liability result from my (our) own acts, or those of my (our) employees or associates, located at such site.
- I (we) verify that all information I (we) have provided about my business and/or items for sale on the CCM forms are true and accurate.
- I (we) understand that the CCM operates on limited funds. Accordingly, I (we) hereby agree that as a condition of my (our) participation in the Colesville Community Market (CCM), I (we) will not resort to litigation against the Colesville Community Market (CCM), and its Team. I (we) also acknowledge that the CCM's beneficial purpose will be impossible to pursue if it is subjected to costly litigation.
- I (we) understand and acknowledge that all photos taken at the market of my (our) image(s) or voice recording, or booth(s) or truck(s) or product(s) are the property of Colesville Community Market and may be used in advertising specifically promoting your business or generically promoting the market at any time even and may be used or remain in use on websites after I am/we are no longer a vendor at the market.
- I (we) acknowledge full responsibility for all my (our) activities in the Market (and for those assisting me (us) throughout the term of the market season (June to October)).
- I (we) acknowledge the authority of the Market Manager to immediately settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and impose any penalties, including possible suspension or removal from the Market, subject to appeal under the procedures set forth in the Terms and Conditions.

- I (we) agree to allow the Market Manager, Market Team, representatives of CCM to inspect the premises where the products offered for sale, are produced, at any time. Refusal to allow an inspection will constitute a violation of the CCM Agreement.
- I (we) understand that CCM does not carry any insurance policies on my products, to cover individual participants, and that I am required to carry such insurance.
- I have read and agree to abide by the Terms and Conditions as outlined in this Vendor Application and Agreement, as well as all laws, codes and regulations, to cooperate with market management and to honestly pay the required stall fees.
- I certify that the information contained in this application is true. By signing this application, I authorize my check (if applicable) to be processed and deposited upon receipt.

Print Name: _____

Signature: _____

Date: _____ CUMC Representative's Signature: _____

**RETURN WITH COMPLETED APPLICATION AND PAYMENT BY US MAIL TO:
COLESVILLE UNITED METHODIST CHURCH
ATTN: COLESVILLE COMMUNITY MARKET
52 RANDOLPH ROAD, SILVER SPRING, MD 20904.**

*(You may submit these in person to the church office between 11 am and 4 pm on
Mondays - Thursdays. The office is closed on Fridays.)*