



31 PIAZZA DR. PORT ST. LUCIE, FL 34983  
[WWW.STLUCIEMETS.COM](http://WWW.STLUCIEMETS.COM)

## MARKET BY-LAWS

### **Please review before submitting application**

#### Market Structure

- Code of Conduct: In order to promote the Market as a whole to the community of Port St. Lucie West all members of the Market will conduct themselves respectively towards Market patrons, vendors, staff and volunteers, in a professional manner which will grow a sense of Market community, camaraderie, and an understanding of a cooperative involvement. Negatively discussing other vendors or patrons at the Market with other patrons or vendors is prohibited. Failure to comply with the Market code of conduct can result in expulsion from the Market at the discretion of Market officials.
- Hours of Operation: 10:00 am till 2:00 pm, every other Sunday/twice a month (schedule TBD). Schedule will be altered in order to coincide with St. Lucie Mets games. If increased interest and opportunity arises we can expand to every weekend.
- Attendance and Reliability: If a vendor is going to miss a date, the vendor must give an excused absence by notifying the Market manager at least 24 hours prior via email with the date of the absence and the reason for being unable to attend. If a vendor fails to notify the Manager within the required time, the absence will be considered unexcused. Vendors will be allowed 2 absences per year, if the vendor surpasses that quota they are required to pay for their space whether they are in attendance or not. If a vendor does not call or show up to the market for two consecutive weeks, the vendor forfeits their space in the Market.
- Unexcused absences: If a vendor has received a 3rd unexcused absence, there will be a one-month suspension enacted at the discretion of the Manager. For the 4th unexcused absence, the vendor will be permanently dismissed from the Market.
- Stalls: All vendors with assigned stalls must be completely set up in their stalls by 10:00a.m, unless they have made prior arrangements with the Market Manager. Violations of this policy will result in loss of assigned stall.



- Weather/Act of God cancellation: The Market will be a rain or shine market – however, we will cancel markets if conditions are unsafe, such as in the event of thunderstorms with lightning, or rain with high winds. In the event that a market is cancelled during operating hours, vendors MUST pack up and go home immediately. In the event the market is cancelled prior to or the morning of, vendors will be notified and not allowed in the facility. Vendors who set up or refuse to leave in the event that a market is cancelled will be permanently dismissed from the market.
- Billing: If a market is cancelled in advance, anyone who has paid in advance for that day will receive a credit for that day. If the market is set up and cancelled prior to noon, vendors will be credited for an extra day at the Market if they have paid in advance. If the Market is cancelled after 12pm, full payment is expected for the day. If weather conditions are sudden and payment cannot be collected that day, it will be due the following week along with that week's payment.
- Notification of Market Cancellation: Vendors will be notified of any cancellation via email or phone call.
- Expectations: The Market will go all-out to provide a market place where fresh and wholesome products are sold. The Manager has the responsibility for maintaining quality control at the Market. All craft products must be hand crafted by the applying vendor and pre-approved by the Mets, without exception.
- Assignments: The Manager will decide each vendor stall assignments. Each 10x10 ft space that is assigned is not transferable. Space fee prepayment is available. This will guarantee the same location but the vendor must adhere to the attendance policy (see above). The stall fee is nonrefundable and vendor forfeits the fee if not at the market without prior notification to Market Manager.
- Setting up and breaking down: Set-up will begin between 8:30 am to 9:30 am on the day of the Market. During that period vendors may enter the parking lot area for the purpose of preparing their space for the day's sales. All vehicles must be off the stall area by 10:00am and park in the grass lot. Due to safety and liability, vendors will be required to remain until closing at 2:00pm even if they have sold all their goods, unless the Manager has given express permission to break down early. Each Vendor is responsible for bringing, providing and removing any and all equipment and supplies needed to do business. This includes but is not



limited to signs, tables, chairs, electrical equipment as needed, as well as products and equipment utilized for clean-up purposes. Electric or other cords running anywhere a patron walks must have rubber sleeves and must be taped down. This is the responsibility of the vendor who is using the cords.

- Clean up: Each vendor is responsible for cleaning their stall area to the satisfaction of the Manager. All trash must be removed by the vendor. The dumpsters on site will be available for use. All food vendors must use a covering under any cooking. No oil or food product is to reach the ground. Vendors are responsible for removing all garbage and boxes from their area. Spaces are to be left in the same condition as they arrived.
- Sales: Stall space is defined as a 10' x 10' area. All vendors are required to set up under tent canopies, unless it is approved by management that a canopy is not needed. Tents may not be any larger than space size, and vendors must have weights available for tents in case of high wind. Tents must be firmly secured by the vendor for wind protection. Use of city property, such as light poles, sculptures, etc. to secure the canopies is prohibited. The Manager reserves the right to assign and re-locate all vendors. If additional space is available and conditions allow, additional space may be allowed for set up with the Manager's approval. No transferring or sharing of stall space is permitted. All signage and displays must be within the allotted vendor's space. Any signage displayed must not block foot traffic or interfere with other vendors' displays or allotted areas. Signs should be secured in case of windy weather.
- Permitted Market Goods: The Market reserves the right to limit products and numbers of vendors for the benefit of the Farmer's Market as a whole. Vendor applications must include a complete list of products to be sold. Only those approved products listed on the application will be allowed for sale. Any vendor selling any item(s) not listed on their most recent application and not approved by Management must stop selling those item(s) immediately, in order to participate in the Market. If a vendor would like to add a product(s), they will need to give written notification to the Manager for review and approval prior to selling. The Manager will resolve any doubts as to the suitability of an item. The sale or consumption of drugs or alcoholic beverages on the market site is strictly prohibited!
- Product pricing: Pricing of goods sold at the Market is solely the responsibility of the individual vendor. All items for sale must have a clearly displayed price that



can easily be seen by market patrons. All products must be sold, displayed and stored from a surface above the ground (items on the ground such as potted plants etc. will be approved by the discretion of the Manager. All vendors must utilize tables, shelving, cases and other structures for these purposes. It is a violation of federal law to discuss pricing with other vendors (Price-Fixing). Any vendor found in violation of price-fixing will be immediately removed from the market.

- Health practices: All vendors must adhere to sanitary procedures as outlined by the St. Lucie County Health Department. Any vendor found selling contaminated foodstuffs or produce, or selling in the Market without proper health precautions, shall be suspended until management receives a satisfactory clearance from the St. Lucie County Health Department and the Market Manager.
- Smoking Policy: Clover Park is a no smoking facility therefore no vendors or patrons are allowed to smoke on the premises.
- Vehicles: Vehicles will not be utilized as a display area for market goods unless the vehicle is used as an integral unit for perishable items and is approved by the manager prior to the market. No vehicle will remain running or in the market area during market hours.
- Organic labeling: State law to those who have in fact been certified by the Department of Agriculture restricts use of the phrase "Certified Organic". All vendors are required to advertise truthfully and to respond to customers' questions in the same manner.
- Stall fee and payment: A fee schedule for all Market stalls will be established prior to each market season. The Market Manager will collect payment beginning no earlier than noon. Failure to comply with fee payment on Market day can result in termination from the Market. Vendors will NOT be allowed to set up until past obligations have been cleared or risk expulsion from the Market. Each vendor will pay either \$40 for a non-electric space or \$45 for a space with electrical access. Fees will not be refunded due to adverse weather.
- Logo use: Vendors wishing to use the Mets Farmers Market logo must adhere to the following procedure: Apply in writing or by email to the Manager explaining how the logo will be used. The Market Manager will approve or disapprove, and respond in writing.



- Laws, Permits, Regulations & Liability: Vendors are responsible for collecting and remitting their own sales tax. Vendors must abide by all Federal, State, County and City laws, regulations and ordinances, and are responsible for all permits/licenses required by the United States of America, the State of Florida, St. Lucie County, and or the City of Port St. Lucie. Vendors must provide the Manger with evidence of compliance prior to entry into the market, and upon request anytime thereafter. Vendors are required to obtain and maintain individual General Liability insurance against any claim that may occur at the Market. The Market should be listed as a Certificate Holder on the declaration page and a copy provided to the manager. Your yearly renewal should be promptly submitted to the manager every year. By signing a copy of the Market Rules, the vendor agrees to waive any and all liability of the Market, St. Lucie Mets for claims, actions or damages.
- Food Vendors: Before selling at the Market, all prepared food processors will be required to show appropriate Health Department certification. These permits must be displayed in public view during Market hours. The Manager must pre-approve menu of items to be sold at the Market.
- Farm vendors: Farm vendors must submit application to the Market Manager. The applicant must grow produce/meats. No wholesale brokers will be allowed. The Manager must pre-approve all items to be sold at the Market.
- Craft vendors: Craft vendors must submit an application to the Manager. Vendor must make craft items. Selections will be made on the basis of quality, originality, and space availability. Eligible crafts are described as "Handmade, home & garden decorative accessories." The Manager must pre-screen all crafts, submission of good quality photos will be acceptable.
- Plant/Landscape Vendors: Plant and landscape vendors must submit an application to the Manager. Selections will be made on the basis of quality, originality, and space availability. All plants must be described individually in as much detail as possible within reason, along with containers the plants may or may not be sold in.
- Market Manager: The Manager has the authority to deny any person the privilege of operation at the market who, in their judgment, is using methods that are detrimental to attendance at the Market or who is contrary to the Market rules,



regulations or by-laws. The Manager has the right to deny any person the privilege of selling a particular item that, in their judgment, is detrimental to the attendance at the Market, or contrary to Market policies. The Manager has complete authority to interpret and implement policy on the market site. The Manager has the authority to order and remove any person or Vendor from the Market who has violated any of these Market regulations. The Manager is responsible for enforcing all market and public safety regulations including space assignments, market fee collection, and market rules and regulations. In the event an issue arises between vendors, the Manager has the final say as to the resolution of the problem.

- GRIEVANCE POLICY: The Manager is responsible for enforcing the market rules. Violations will be discussed and resolution attempted. Vendors selling prohibited items will be asked to remove those items from sale or leave the market. Continued violations will result in vendors being banned from the Market without reimbursement of any fees paid. Any Vendor who challenges another vendor's product(s) legitimacy, display or conduct must file a written complaint with the Manager, giving the name of the vendor and the specifics of the situation that may not be in compliance with market rules. The complainant must date and sign the complaint and the Manager will attempt resolution. The Manager has the right to impose disciplinary action at the Market site. The Manager has the authority to grant exceptions to the market policies on an individual basis. Should any vendor, at any time, occupy the premises in a manner contrary to this agreement, upon request of Manager, the vendor shall immediately cease such offending conduct. Failure to immediately comply as requested shall be cause for revocation of daily privilege to sell at the market and may result in expulsion from the market. Upon revocation vendor shall promptly vacate premises. Upon failure to vacate, the Market shall have removed all property of vendor from the premises at vendor's expense. The market is relieved and discharged from any all / loss or damage caused by such removal. The Market shall not be responsible for storage or safekeeping of property so removed.
- Patron dissatisfaction: In the event of customer dissatisfaction, the dispute must be resolved to the satisfaction of the customer and Manager in a timely manner. Failure to do so may result in the removal of the vendor from the market.



## **INSURANCE REQUIREMENTS**

Vendor shall secure, pay for and maintain the following insurance policies in full force and effect during the Term of this agreement:

- (1) Workers compensation and employers liability coverages required by all applicable laws including, without limitation, statutory coverage limits.
- (2) A Commercial General Liability insurance policy that provides coverage for any and all claims which arise out of or in any way relate to Vendor's operations including, without limitation, claims arising out of or in any way relating to Vendor's presence at the Market. The policy will (i) consist of coverage for personal and bodily injury or death, property damage, and contractual liability; and (ii) will include coverage limits of liability, in the aggregate, of One Million Dollars (\$1,000,000), with a per occurrence sublimit of One Million Dollars (\$1,000,000). The policy maintained by Vendor in accordance with this section shall be primary insurance to the extent of the liability and indemnity obligations assumed herein by Vendor over any and all insurance maintained by Sterling Facility Services, L.L.C and without a contractual right of subrogation against the Additional Insureds.
- (3) Automobile Liability insurance with limits \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Vendor's Commercial General Liability policy shall be endorsed to name Sterling Facility Services, L.L.C, Sterling Mets, L.P., and each of their respective owners, partners, and affiliates, and all members, partners, shareholders, officers, directors, employees, representatives, agents, successors and assigns of any of the foregoing, and St. Lucie County as "Additional Insureds" to the extent of the liability and indemnity obligations assumed herein by Vendor.

All policies noted in above shall be written with insurance companies licensed to do business in the State of Florida and rated no lower than A:X in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

## **EVIDENCE (NOTICES) OF COMPLIANCE**

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, SFS shall receive prior written notice thereof in accordance with policy provisions.

Vendor shall furnish SFS with Certificates of Insurance prior to entering the Market and, upon SFS's request, complete copies of all policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.



31 PIAZZA DR. PORT ST. LUCIE, FL 34983  
[WWW.STLUCIEMETS.COM](http://WWW.STLUCIEMETS.COM)

VENDOR APPLICATION

ST. LUCIE METS COMMUNITY MARKET (the "Market") Vendor application and Terms and Conditions.

Please review, complete, sign and return the application to [rmsgarlato@gmail.com](mailto:rmsgarlato@gmail.com). Vendors will receive notice within 3 days and if accepted, your payment in full of \$80 is due by April 9. This amount will pay for the first two markets: April 25 and May 9.

Options to Pay by Check or Credit by April 9. If not received, application will be null and void.

- Check payable to St. Lucie Mets mailed to Doug Dickey at above address.
- Call Doug at 718-683-7164 to arrange credit card payment.

I have read and will comply with the Terms and Conditions attached to this application.

Vendor Name (print) \_\_\_\_\_ ("Vendor")

Vendor Signature \_\_\_\_\_

Vendor Information Date of Application \_\_\_\_\_

Trading Name of Vendor \_\_\_\_\_

Business website/Facebook \_\_\_\_\_

Cell Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

Email \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Other employee contact name and cell: \_\_\_\_\_

Please provide an inventory list on the next page with this application via email:  
[DDICKEY@NYMETS.com](mailto:DDICKEY@NYMETS.com).





INVENTORY LIST