

Date of Contract _____ / _____ / 2011-2012

Farm Fresh Market
Hosted By the Bonita Springs Lions Club
Rules, information and Contract

For more information and inquiries
Please contact the Bonita Springs Lions Club Farm Fresh Market
Director Stephen Raynor at market@bonitalions.org
Saturday Market Director John Ellif (239) 495-8464
Wednesday Market Director: Ron Marlow (586) 954-9600

The Promenade market will be run every Saturday, 7:30 a.m. to 12:00 p.m., from October 15, 2011 to May 5, 2012.

The Wednesday Morning Fresh Grown Market will be run every Wednesday October 19, 2011 to May 9, 2012

Online application should already be received by the club prior to contract signing.

Promenade Market info:

1. A permit from the Lee County Health Department, if applicable for products sold.
 2. Any other permits required by federal, state or local law.
 3. Check or money order payable to The Bonita Springs Lions Club.
- Space fees are \$25 per week for each 10 ft. by 18 ft. space, payment due on the first day of the month that is being rented. No exceptions.

Monthly Promenade pricing; includes a 6% sales tax as required by the state

Monthly payment options are available as follows.

Within a three(3) week month period the rate would be \$60.00

Within a four(4) week month period the rate would be \$80.00

Within a five(5) week month period the rate would be \$100.00

Extra needed spaces \$15.00 for the initial, \$10.00 3-5 additional spaces per week. Please contact Director John Ellif, for half and full season payments at discounted rates.

The Saturday Promenade Market will be held at The Bonita Springs Middle School on the following dates:

1-14-2012, 2-11-2012 and 3-10-2012.

Wednesday Morning Fresh Grown Market pricing;

Also ***includes a 6% sales tax as required by the state.***

Monthly payment rate would be \$55.00

Extra needed spaces please contact Director Ron Marlow.

Performance Requirements/Regulations

- 1. Vendors may only be located in the space assigned. (Vendors may NOT encroach more than 4 foot past the lined parking spots) Vending upon any other public property, streets, or sidewalks is strictly prohibited.**
- 2. Vendor must unload their product and move vehicles (where applicable) prior to the Markets 7:30am start time. Vendors are required to check in no later than 7:00am on the day of the event.**
- 3. Vendors may only sell products that have been pre-approved by the Bonita Springs Lions Club market directors.**
- 4. Changes in items must be approved by the Bonita Springs Lions Club market directors.**
- 5. Vendors are required to remain the entire time of each market day ie: 7:30 am to 12 pm. In the event of an emergent situation a vendor must meet with a market director prior to an early departure.**
- 6. Name of display area must be attractively and professionally displayed.**
- 7. Each sign displayed in the display area must be approved by the Bonita Springs Lions Club market directors, including signs displaying the name of the display and your assigned vendor number.**
- 8. Licenses must be displayed in a standard location when required.**
- 9. Vendors are required to remove trash. Vendors may not use public trash receptacles.**
- 10. No space granted to a vendor, may be sublet, leased, or assigned to another vendor in any form or fashion.**
- 11. Display areas must be broken down and removed from the market area on each day by 12:30pm.**
- 12. No pets allowed within vendor location, unless certified service animals.**
- 13. Each vendor shall conspicuously display the Country of Origin of produce or any items required by law.**
- 14. No vendor shall sell or offer to sell any commodity or article at a lesser weight or measure than its true weight or measure. All such commodities and articles shall be weighed and measured by duly tested devices. Scales that are used must be inspected and approved by the Florida Department of Agriculture, Bureau of Weights and Measures. Vendors are responsible for maintaining properly calibrated scales.**
- 15. No vendor shall shout, make any noise or use any sound device, including a radio or sound-amplifying system, for the purpose of attracting attention to his goods, wares or merchandise.**
- 16. No vendor shall use the farmers market for advertising of any kind or character, except for an identifying sign which may be placed at each vendor's display area.**
- 17. No vendor shall place their display area or goods so as to block, obstruct or interfere with the free flow of pedestrian and vehicular traffic in the lawful use of sidewalks or highways or ingress or egress to the abutting property.**
- 18. No vendor shall place his display area or goods so as to block, obstruct or interfere with the designated fire lanes or pedestrian curb-cuts.**

- 19. No vendor shall place his display area or within ten (10) feet from the outer edge of the entrance to any business. For the purposes of this rule, entrance shall include, but not be limited to, doors, vestibules, outdoor dining areas, and emergency exits.**
- 20. Vendors shall keep all carts/tables and space around the carts/tables in a clean and sanitary condition at all times, provide a waste can, and pick up any paper, plastic containers, wrappers or litter which is deposited on the ground within twenty-five (25) feet of the mobile device or display at any time while the vendor is conducting business.**
- 21. Vendors shall comply with all regulations and laws governing mobile food service establishments, pushcarts and food service establishments adopted by the department of public health for the county and enacted by the state. Vendors shall obtain all necessary health certificates and permits where applicable.**
- 22. A vendor's cart, display or mobile device shall not be greater than the space rented.**
- 23. In the case of a special event occurring at The market locations, the use by vendor(s) will be suspended. No vendor is allowed to use locations during a special event, unless authorized by the Bonita Springs Lions Club market Directors.**
- 24. Vendor will be required to comply with any future rules and regulations issued by the Bonita Springs Lions Club market directors with respect to the The vending program.**
- 25. The Bonita Springs Lions Club reserves the right to revoke a vendor permit for failure to comply with any current or future statutes, ordinances, or rules and regulations regarding the vendor program.**
- 26. Vendors are responsible for their agent or employees knowing and abiding by the rules.**
- 27. No smoking within the vendor assigned spaces
Smoking permitted within aisles.**

* Vendors please retain pages 1-3 for your own records or review.
Please submit pages 4 & 5 to the Bonita Springs Lions Club Market.

10346 Pennsylvania Ave
Bonita Springs Fl 34135
Or email to
market@bonitalions.org

Contract for Bonita Springs Lions Club Markets

Name of Individual or Business: _____

Contact Person: _____

Phone(s): _____ Fax: _____

Cell # _____ Business # _____

Address: _____

Email Address _____

Describe each item you will be offering for sale: _____

Which date do you intend to begin at our market(s): _____

Which date would you expect to end your vendor operation: _____

Insurance Carrier: _____

Insurance Policy Number: _____

Number of 10 ft by 18 ft spaces needed: ____

Vendors wishing to locate their vehicles within their space in order to sell their product, must submit a request.

A request does not grant entitlement.

Description of signs to be used: _____

State of Florida Sales Tax Number: _____

Lee County Health Permit: _____

Additional Information: _____

I certify that I am an authorized representative of above-named individual, business and/or entity (hereinafter "Applicant") and agree to the terms and conditions set forth herein.

I have read and understand The Market Vending Program Rules, Rental Contract and Agreement and acknowledge receipt of a copy of same for my/our reference. Same are hereby incorporated by reference.

Contracts will be reviewed by the Bonita Lions Club Market Directors. The Directors reserve the right to refuse any participant. Selected, vendors will be notified and provided a space assignment. Submitting a contract does not automatically grant acceptance or entitlement into the Market.

Vendors accepted are responsible for reading the Rules and Regulations, for signing and returning the Application, and for providing copies of any appropriate licenses, certifications or permits, and/or certificates of insurance.

In consideration of the use of the The Bonita Lions Club Markets, the Applicant agrees to indemnify and hold harmless the Bonita Springs Lions Club, its agents, employees, sponsors, volunteers and officials, from any and all liability, injury, damage, claims, and or causes of action, for personal injuries, death, property damage, loss occasioned by breach of any contract, duty or representation, arising on account of the negligence, misfeasance, malfeasance or acts or omissions of Applicant, Applicant's employees, or third parties.

Additionally, Applicant agrees to indemnify and hold harmless Bonita Springs Lions Club, its agents, employees, sponsors, volunteers and officials for any damages, judgments, costs, expenses, and or attorney fees, incurred on account of any action brought naming them in any claim or lawsuit brought arising out of the use of the premises or in any way resulting from the use of The Market Vending Program, whether such action or omission is wholly or partially the cause of the Applicant.

The Bonita Springs Lions Club and the Market Directors reserves the right to terminate any vendor without cause at any time with a seven (7) day notice.

Consented and agreed to:

Entity: _____ Date: _____
(Print Name)

By: _____ (Title) _____
(Signature)

Individual: _____ Date: _____
(Print Name)

By: _____
(Signature)