

Freight House Farmers' Market, Inc.
Indoor Guidelines 2010

1. Tuesdays
 Starting November 3, 2009-October 31, 2010
 3:00 p.m. to 6:00 p.m.
 Saturdays
 Starting November 7, 2009-October 31, 2010
 8:00 a.m. to 1:00 p.m.

2. Freight House Building
 421 West River Drive
 Davenport, IA 52801

3. Rates:
 Yearly:
 10x10 square feet - \$1,500.00 per stall
 5x10 square feet - \$ 750.00 per stall
 Daily Indoor Space 10' X 10' Stall- \$50.00
 Outdoors loading dock or deck area Nov-April: \$60 per Month
 Parking Lot Spaces November-April: \$10.00 per stall per day

4. Vendor setup is from 7:00 a.m. to 8:00 a.m. on Saturdays.
 Vendor setup is from 2:00 p.m. to 3:00 p.m. on Tuesdays.

5. The lease agreement is between the Freight House Farmers' Market, Inc. and individual vendors. Only vendors that participate on both Tuesdays and Saturdays will be considered for a yearly lease for the 2009-2010 indoor season. Saturday only vendors may participate as daily vendors at daily rates if space is available indoors or upon the loading dock area or decking.

6. The Freight House Farmers' Market, Inc. has homegrown, local and commercial fruits and vegetables, home-baked and home-crafted products. Proper labeling and signage with point of origin is required for all products. No exceptions.

7. The following products may be sold at a farmer's market without being licensed under Iowa Code 137.4. 1) Baked goods except the following: soft and bakery products with custard or cream filling, as well as other potentially hazardous items. These products must be labeled in accordance with rule 481-34.3 (137D). 2) Wholesome, fresh eggs kept at 45 degrees ambient temperature. 3) Honey which is licensed under Iowa Code section 137F. 4) As a food establishment or a food-processing establishment. 5) Fresh fruits and vegetables. 6) Jams, jellies, and dried noodles.

“Specific items which cannot be sold at such a facility include: Homemade butter, raw milk, home-canned fruits or vegetables, hermetically sealed

containers, meats, meat products, or other potentially hazardous food unless mobile licensed or a farmer's market license." For questions, contact Karen Payne of the Scott County Health Department at 563.326.8616 ext. 8810. If selling items requiring a mobile license or a farmers' market license, these documents must be displayed prominently within the vendor booth and a copy must be presented to the Market Chairperson to be kept on file.

Processed foods need appropriate label including common name of the food, a list of ingredients if it is a multi-ingredient food, name and address of processor and quantity in terms of net weight, volume or numerical count (example: six cookies). All food must be placed off the ground.

Plants, flowers and arts and crafts (all pre-approved by the Market Committee/Quality Assurance Committee or by vote of the Executive Board of Directors) may also be sold. Iowa sales tax numbers are required when selling taxable items. Contact Sheryl Puls of the Iowa Department of Revenue and Finance at 563.386.6484 ext. 10 for sales tax information.

8. Items are to be sold by weight, measure, or count. Scales are subject to inspection by the Market Representative, the State of Iowa Inspectors, or any others with legitimate reason to inspect.
9. Commercial products are limited to produce and specialty approved products only. Prior approval by the Market Committee/Quality Assurance Committee or by vote of the Executive Board of Directors should be obtained and may be revisited. Commercial products must list point of origin. Receipts required on site. Receipts must contain seller name, contact information, date of purchase and description of product.
10. Hand designed arts and crafts only. No commercial crafts allowed. Desiree Border must review and complete an Artist/Crafter Review Form with any new vendor interested in selling said items. Any new art or craft item added to vendors' booth must be reviewed prior to sale. Please call Desiree at 563.340.6975 to schedule an appointment in advance. No commercial or trademarked food products (i.e. prepackaged ice cream, candy bars, etc.), unless pre-approved.
11. "Local product" is grown within 100-mile radius from the market and must have signage declaring point of origin. Receipts must be on-hand.
12. "Homegrown product" is grown only on your ground and should be labeled as such.
13. No price setting will be allowed. To address the issue of "dumping", prices should remain not lower than 25% of current market rate.

14. No vendor shall attract attention to products by outcry in a boisterous or annoying manner (cat calling). Vendors shall not solicit customers who have not voluntarily approached their stall.
15. Vendors must show proof of liability insurance. The market will not reserve a vendor's stall until a certificate of liability insurance naming the Freight House Farmers' Market, Inc. as certificate holder is on file.
16. Stalls not leased become open for paid vendors who choose to move. After paid vendors have selected stalls, unsold stalls are offered for lease.
17. Vendors wishing to sublet their space will pay an additional administrative fee of \$200.00 per sublet and the vendor subleasing must be approved by the Freight House Farmers' Market Executive Board of Directors and have all paperwork approved before moving into the Freight House Building.
18. Pre-paid fees will be returned if written notification is made prior to the start of the market season.
19. Vendor stalls should be staffed for every market. If for any reason, a vendor cannot staff their leased stall, a call should be made to 563.570.7839 one hour prior to the start of the market. Failure to staff the stall for any three markets may result in termination of the lease after review by the Executive Board of the Freight House Farmers' Market.
20. Vendors will furnish their own display (tables, chairs) and cleaning supplies (brooms, dustpans) and are responsible for keeping their space and surrounding areas clean during and after each market. Vendors will take their trash home with them or dispose of it in the dumpster located in back of the Union Station Building.
21. Smoking (State laws apply).
22. Vendors are not allowed to have pets in the market place.
23. Vendors are required to wear shirts and shoes at all times.
24. All Farmer's Market Nutritional Program participants must adhere to the rules and regulations stated in the current Iowa Farmer's Market Nutrition Program and the Iowa Seniors Farmer's Market Nutrition Program.
25. The Freight House Farmers' Market, Inc. and/or the Market Representative reserve the right to refuse any application and deny space to any vendor who does not conform to this agreement or whose products are not suitable for market.

26. No affixing of kiosk structures to the walls and/or rolling doors is allowed. The shelving, etc. must be stand-alone structures. The Freight House Farmers' Market Board of Directors must approve all structures before construction begins.
27. Per Fire Marshall directive, nothing shall come within two (2) feet of the sprinkler system. In addition, the center area structures should not have a height taller than six feet from the floor.
28. The Freight House Farmers' Market, Inc. and/or Market Representative will enforce the above guidelines. The first rule offense will result in vendor product being pulled from the vendor stall and a \$10.00 fine. The second rule offense will result in product being pulled from the vendor stall and a \$25.00 fine. No vendor will be permitted to vend until all outstanding fines are paid in full. The third rule offense will result in the vendors' right to vend being suspended for three consecutive months (One year limitation).

Freight House Farmers' Market, Inc.
Individual Indoor Lease 2010

This agreement, executed in duplicate, made and entered into this ___ day of _____, 20___, by and between the Freight House Farmers' Market, Inc (hereinafter "FHFM") and _____ (hereinafter "Vendor") shall provide for sale of products, as follows:

1. Premises – In the Freight House Building. Loading Dock Area, or Decking at 421 West River Drive, Davenport, Iowa, individual spaces will be made available as shown on Exhibit A attached hereto and made a part of this Lease.

Space(s) _____

2. Term – The Vendor shall be allowed to use the premises on Tuesdays from 2:00 p.m. and 7:00 p.m. beginning November 3, 2009 and Saturdays from 7:00 a.m. to 2:00 p.m. beginning November 7, 2009 and ending October 31, 2010, except should the City and/or the FHFM determine that an emergency condition exists, including but not limited to a flood, that must displace the market for a temporary period of time.
3. Purpose – The Vendor shall use the premises only to sell products including fresh garden produce, fruit, honey, herbs, nuts, plants, flowers, baked goods and hand-crafted items. Potentially hazardous foods, defined as any perishable food which are capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms, such as cider and lemonade, cannot be sold unless licensed by proper authorities. All fresh produce not grown in Iowa or Illinois must be labeled as "broker produce" and/or give the point of origin.
4. Regulations – The Vendor shall comply with all City, County, State and Federal laws, and the Freight House Farmers' Market Guidelines.
5. Market Representative – The FHFM shall have a representative who shall be on the premises during the time of the market operation whose duties shall be to open the doors, set up signs, etc., and to enforce the provisions of this Lease.
6. Insurance – The Vendor shall purchase and maintain with an insurance company licensed to sell insurance in Iowa, Comprehensive General Liability in the amount of \$300,000 per occurrence, including completed products and operations. The FHFM, Inc. shall be named as additional insured on the policy. The Vendor shall provide the FHFM with a Certificate of Insurance prior to the first use of the premises. The FHFM shall be given fifteen (15) days written notice before insurance cancellation.

7. Clean-up – The Vendor shall clean up the premises after each use to eliminate all waste paper, boxes, spoiled produce and all other items resulting from the market activity. Vendor must take all waste home or to the dumpster located at the rear of the Union Station Building.
8. Sanitary Facilities – The FHFMM shall provide access to the rest rooms located inside the Freight House.
9. Signs and Barricades – The FHFMM shall provide all traffic and parking control signs and barricades as necessary for the market.
10. Rental – The Vendor shall pay to the FHFMM \$15.00 per square foot for the annual term of this Lease or in advance of vending for Daily vendors as stipulated by guidelines. The stipulated rent shall be due on the first day of November, although arrangements may be made between the FHFMM and vendor to allow quarterly payments.
11. Notification – Formal written communication may be necessary between the FHFMM and the Vendor during the term of this Lease. Such correspondence shall be directed as follows:

For the FHFMM: 421 River Drive
Davenport, IA 52801

For the Vendor:
12. Termination – Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Vendors shall abide by the guidelines adopted by the Freight House Farmers’ Market Executive Board of Directors. Failure to comply may result in termination of this lease.
13. Acceptance – The Vendor and the FHFMM accept this lease agreement and 2010 Guidelines as indicated by signatures below.

VENDOR

_____ Date

FREIGHT HOUSE FARMERS’ MARKET, INC.

_____ Darcy Rostenbach, FHFMM Chairperson

_____ Date

