

Freight House Farmers' Market, Inc.  
Outdoor  
Guidelines 2010

1. Tuesdays from 3:00PM until 6:00PM  
Saturdays from 8:00AM until 1:00PM  
May 1, 2010 through October 30, 2010
2. Florian Keen (eastern) & Freight House parking lots (western)  
421 West River Drive  
Davenport, Iowa 52801
3. Rates:  
Entire Season (2 market days per week during season) - \$200.00 per stall  
Two month - \$75.00 per stall  
Daily - \$50.00 per stall  
\*Stall dimensions are 18' x 9' (parking space).
4. Vendor setup is from 1:00PM until 2:30PM on Tuesdays with NO VEHICULAR TRAFFIC ALLOWED AFTER 2:30PM. Vendor setup is from 6:00AM until 7:30AM on Saturdays with NO VEHICULAR TRAFFIC ALLOWED after 7:30AM.
5. Parking lots must be vacated by 7:00PM on Tuesdays and vacated by 2:00PM on Saturdays.
6. The lease agreement is between the Freight House Farmers' Market, Inc. and individual vendors. The contact person is Darcy Rostenbach, Chairperson. Home – 309.764.0062 or Cell – 563.570-7839.
7. The Freight House Farmers' Market 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.
8. 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 farmers’ market license, these documents must be displayed prominently within your 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 arts and crafts (all pre-approved by the Market/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.

9. 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.
10. Commercial products are limited to produce and specialty approved products only. Prior approval from the Market Committee/Quality Assurance Committee or by vote of the Executive Board of Directors must 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.
11. Hand designed art crafts only. No commercial art or craft items are allowed. Desiree Boarder 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.
12. “Local product” is grown within 100-mile radius from the market and subject to have signage declaring point of origin. Receipts must be on hand.
13. “Homegrown product” is grown only on your ground and should be labeled.
14. No price setting will be allowed. To address the issue of “dumping”,

prices must remain not lower than 25% of current market rate.

15. 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.
16. Vendors must show proof of liability insurance. The market will not reserve a vendor's stall until a current certificate of liability insurance naming the Freight House Farmers' Market, Inc. as certificate holder is on file. When your policy expires mid-season, you must obtain an updated policy and submit a new certificate of liability for our records to continue vending with the Freight House Farmers' Market.
17. The space leased will be equivalent to one parking space that will measure approximately 18' X 9'. Due to safety concerns, vehicles parked in paid stall(s) must remain until the market concludes. Extra vehicles must be moved to a remote lot as designated by Market Representative.
18. No vendor may lease more than six consecutive stalls in the market. Stalls not leased become open for paid vendors who choose to move. Vendors are contracted in order of most attendance, based on Tuesdays and Saturdays, in the previous season. After paid vendors have selected stalls, unsold stalls are offered for lease.
19. Vendors are not permitted to sublet their stall space.
20. Pre-paid fees will be returned if written notification is made prior to the start of the market season.
21. Vendors not showing for a market day should call 563.570.7839 at least one hour prior to the start of market.
22. Vendors must not allow their setup to exceed 5 feet out in length from painted line of the stall or to extend beyond the painted sideline markings of the stall. The fire code states that there must be a minimum 12-foot pedestrian aisle.
23. 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 the back of the Union Station Building.
24. Smoking (State law applies.).
25. Vendors are not allowed to have pets in the market place.

26. Vendors are required to wear shirts and shoes at all times.
27. 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.
28. 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.
29. 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 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 Outdoor 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 the \_\_\_\_\_ (hereinafter "Vendor") shall provide for sale of products, as follows:

1. Premises – In the Florian Keen/Modern Woodmen parking lot (eastern area) and Freight House parking lot (western area), individual spaces will be made available from River Drive south to the railroad tracks and from the Western Avenue access point to the west to the barricaded eastern point 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 1:00PM until 7:00PM and Saturdays from 6:00AM to 2:00PM beginning May 1, 2010 and ending October 30, 2010, except should the City and/or Freight House Farmers' Market, Inc. 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 FHFM 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 set up signs, barricades, 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 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 of the Freight House.
9. Signs and Barricades – The FHFMM shall provide all traffic and parking control signs and barricades necessary for the market.
- 10. Rental – The Vendor shall pay to the FHFMM \$200 per stall for the 2010 term of this Lease. The stipulated rent shall be due on March 1, 2010.**
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: Freight House Farmers’ Market, Inc.  
 421 River Drive  
 Davenport, Iowa 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 FHFMM 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 attached as indicated by signatures below.

VENDOR

\_\_\_\_\_ Date

Freight House Farmers’ Market, Inc.

\_\_\_\_\_ Date

Darcy Rostenbach, Chair

