



PITTSBURGH NORTH REGIONAL CHAMBER PRESENTS

CRANBERRY TWP. FARMER'S MARKET

2022 VENDOR APPLICATION

June 3rd-September 30, 2022 Every Friday I 3P-7P

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The vendor selection process begins *March 1st, 2022*. All vendors who complete & return *both* the application and signed vendor agreement by March 1st will be notified of admission status by March 15th. Any vendor who applies after March 1st will be considered, depending on space availability.

Submitting this application does not ensure a space at the market. Please note that space at the market is limited. We cannot accept everyone that applies.

Rucinoce Namo			
business name			
Address:			
Primary Contact Po	erson & Phone Number:		
Email:			
• •	G .		ssion A, Part-time Session B or Rotating d Availability I Only for selected vendo
	required to submit this Application e Cranberry Twp. Farmers Market.	Form <u>AND</u> the sig	ned Vendor Agreement in order to b
•	Fee will be required after your appl ied about your participation.	ication is approved	. Payment instructions will be provided
I am reque	sting registration for the followir	ng plans/ dates:	(Please Check One Box)
			oaid by date on acceptance letter
	Weeks) \$150 (Early Bird Rate \$1	•	te on acceptance letter)
· ·	ession a or session b for part-timi	L DOOTH	
SELECT EITHER S	ession a or session b for part-timi e (9 Weeks) SESSION A		(9 Weeks) SESSION B
SELECT EITHER S			(9 Weeks) SESSION B August 19
SELECT EITHER S Part-Tim	e (9 Weeks) SESSION A	Part-Time	
SELECT EITHER S Part-Tim June 3	e (9 Weeks) SESSION A	Part-Time June 10	August 19
SELECT EITHER S Part-Tim June 3 June 17	e (9 Weeks) SESSION A August 12 August 26	June 10 June 24	August 19 September 2

Type of Products (check all t	hat apply):				
Fresh Produce	Meat	Desserts & Bake	ed Goods	Alcohol*	
Beverages (No	n-Alcholic)	Other Food	Products	Pet Products	
Arts/Crafts/Handmad (*NOTE: alcohol sales require add		Personal Hygiene	Othe	r Retail Products	
Please list of the products yo	_	-		s specific as poss	ible in-
I am requesting Electric	(+\$10) *Limited	l Electric spaces availd	able		
				Liability Ins	urance
Pittsburgh North Re	•	ovide a Certificate o ber as an additiona	-	. •	
I am selecting	g to waive ob	taining a Certificate	of Liability I	nsurance (+\$25)	
Do you accept EBT/Snap payme	nts?	YES	NO		
Social Media Handles:					
Facebook:		Instagram:			

Please forward this form to: Annie Cairns | Pittsburgh North Regional Chamber 5000 Brooktree Road, Wexford PA 15090 | <u>acairns@pghnorthchamber.com</u>

Vendor selection process will begin March 1, 2022.

Only vendors who have submitted the application and signed Vendor Agreement will be considered.

*VENDORS WILL BE INVOICED SEPARATELY TO THE EMAIL ADDRESS PROVIDED ON THIS FORM



CRANBERRY TWP. FARMERS MARKET VENDOR AGREEMENT 2022

	ENT made and entered as of this day of	·		
Vendor Name		hereinafter the "Vendor")		
	(Name/Business Name, DBA, etc.)			
Address:				
Phone:				
E-mail:				
Contact Person: _				

Event: CRANBERRY TWP. FARMERS MARKET

Date(s): Fridays beginning June 3rd through Sept. 30th, 2022 from 3-7PM. **Location:** Cranberry Twp. Municipal Building FRONT Parking Lot:

2525 Rochester Road, Cranberry Twp. PA 16066

Hours of Operation: 3:00pm – 7:00pm

Set-Up Time: Vendors can begin arriving no earlier than 1:00pm and must be set up by 2:45pm and cannot conduct sales until 3:00pm. Vendors MUST park their cars in the back parking lot of the municipal building. Vendors are to unload their products from their vehicles into their designated 10x10 space and immediately move their vehicles to ease the traffic of unloading. Vendor vehicles are not permitted in the market lot after 2:45pm and cannot be brought back into the market lot until 6:45pm to ensure the safety of pedestrians. Vendors arriving late must notify coordinator an hour in advance and may be placed at an alternate location.

(Full-Time | 18 Weeks)

Regular Rate: \$250

Early Bird Special: \$200 (Must be paid in full by April 15th, 2022.)

(Part-Time | 9 Weeks)

Regular Rate: \$150

Early Bird Special: \$125 (Must be paid in full by April 15th, 2022.)

(Rotating Vendor | 4 Market Days)

Rate: \$100

Limited availability | *Only for select vendors

Payments can be made by check to:
Pittsburgh North Regional Chamber of Commerce
c/o Annie Cairns
5000 Brooktree Rd. | Wexford, PA 15090

**Vendors will be invoiced separately after application is submitted to the email provided.

**Instructions for submitting an online payment will be provided on invoice.

This agreement will take effect on June 3, 2022 and will continue until September 30, 2022.

WHEREAS, the Pittsburgh North Regional Chamber (hereinafter the "PNRC") conducts certain events on Cranberry Township (hereinafter the "Township") property, located at 2525 Rochester Road, Cranberry Twp. PA 16066 at which the Township authorizes vendors to sell goods and services from a stand, booth, or vehicle provided that the vendor executes this Agreement with the PNRC establishing the parties' responsibilities; and

WHEREAS, the Vendor requests the PNRC to participate in the above-referenced event located on the above-referenced Township property or site on the above-referenced date(s), with hours of operation as referenced above, (hereinafter the "Event").

NOW, THEREFORE, in consideration of the foregoing recitals, preambles and information, all of which are incorporated herein by reference, and the mutual promises, covenants, and understandings set forth herein, and intending to be legally bound by this Agreement, the PNRC, and Vendor agree as follows:

- 1. The Vendor shall pay in full all required fees in accordance with the PNRC Fee Agreement listed on this application.
- 2. No sound equipment is permitted without the PNRC's prior written approval.
- 3. The Vendor's activities shall only occur in areas designated by the PNRC and during the designated dates and times. The Vendor shall not conduct any sales outside of the hours of operation referenced above.
- 4. The Vendor shall provide the PNRC with a list of all goods and/or services offered for sale.
- 5. Vendor agrees only those items listed on the market application may be sold. The vendor must notify the market in writing of any proposed changes before bringing previously unlisted items to the market.

Farmers: In the case of co-ops, and with prior approval from the manager, produce may be supplemented with produce from neighboring farms (within a 40-mile radius of your farm) by no more than 25%. Farmers are prohibited from purchasing produce from an auction or at wholesale for resale at the market. The market reserves the right to inspect and to spot visit any farm or establishment throughout the season. If possible, advance notice will be given. Unless otherwise permitted, visits will be made only with a farm represented present.

- 6. The market is held rain or shine. PNRC reserves the right to cancel the market on any particular day due to inclement weather or sound reason. There are no refunds given.
- 7. PNRC reserves the right to accept or deny vendors at their discretion. To accommodate the interests and demands of the Community served by the Event, <u>more than one vendor</u> in any classification may be selected to participate in any given Market Day.
- 8. While PNRC will make every effort to resolve any issues for a Vendor that occur during any given Market Day, PNRC will *not tolerate* any rude or unprofessional behavior from a Vendor that is directed towards any of its staff or volunteers during the event. If such behavior occurs, PNRC reserves the right to remove the Vendor from future Market Days and no refund will be given. If a Vendors has an unresolved issue after the event, the Vendor must submit the dispute in writing to the market manager of the PNRC for resolution.
- 9. Vendor locations shall be designated by the PNRC.

- 10. The Vendor has the responsibility to remove all litter generated by its activities. Vendor agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which Vendor will use, including entrances and exits. Vendor agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
- 11. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities, including but not limited to the Pennsylvania Department of Agriculture COVID-19 Guidance: Farmers Market & On-Farm Markets. User shall ensure that it has the ability to maintain the personal hygiene of its owners, employees or any other person associated with User in attendance, including but not limited to hand washing/cleaning, masks, gloves, customer spacing and physical separation and will prevent others from touching or packaging any food product to the maximum degree possible. Due to the COVID-19 situation, this agreement may be cancelled unilaterally by the PNRC and Township at any time and in its sole discretion.
- 12. There shall be no smoking on Township property.
- 13. The Vendor does for itself and its successors and assigns hereby release, discharge, indemnify, defend and hold harmless the PNRC and Township and it's elected and appointed officials, employees, and agents from any claims, damages, demands, suits, actions or liability of any nature whatsoever, including reasonable attorney's fees and, including, but not limited to, damages to persons or property directly or indirectly arising from or related to Vendor's activities conducted under this Agreement, and/or this Agreement (hereinafter referred to as the "Claims"), except to the extent the Claims arise from the sole negligence or willful misconduct of the PNRC and Township or its elected/appointed officials, employees, agents, or contractors.
- 14. If applicable, the Vendor shall supply the PNRC and Township with proof that the Vendor has received the necessary permits and approvals from other governmental agencies for its activities including, but not limited to, the Pennsylvania Liquor Control Board if alcohol of any kind is being sold on the property. Vendors selling alcohol must also present a Certificate of Liability insurance as listed in section (21) of this agreement. Vendors selling alcohol on township property are also required to fill out a separate permit application through the Township. This application can be obtained from the PNRC or the Township and must be submitted at least (7) days from the day sales are to begin. *Additional fees apply for this permit application*.
- 15. This Agreement shall inure to the benefit of and shall be binding upon the heirs, administrators, successors, and assigns of the parties hereto. Provided, however, this Agreement shall not be assigned by the Vendor without the prior written consent of the PNRC.
- 16. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.
- 17. For purposes of this Agreement, any words used in the masculine shall include the feminine and neuter, and any words used in the singular shall include the plural and vice versa.
- 18. This Agreement constitutes the entire agreement of the parties and cannot be amended unless agreed to in writing executed by both parties.
- 19. Vendors <u>must provide</u> notice to the Market Coordinator at least seven (7) days prior to any given Market Day if they need to cancel their participation. Full-Time Vendors (18 week) may cancel up to three (3) times and Part-Time Vendors (9 week) may cancel only one (1) time. For any Vendor that exceeds their allotted cancellations, PNRC reserves the right to replace that Vendor with another vendor for duration of the 2022 Farmers Market. If any Vendor does <u>not provide</u> notice or <u>only provides notice</u> within less than 7 days prior a given Market Day, PNRC reserves the right to replace that Vendor with

another vendor for duration of the 2022 Farmers Market. No refunds will be given for cancellations or if a Vendor is replaced for the duration of the 2022 Farmers Market.

- 20. The Vendor shall comply with the following additional specific terms and conditions (if any) applicable to the Vendor and the Event:
 - A. The PNRC will provide one 10X10' parking space: The Vendor is required to bring a 10x10 Pop-Up tent for their space, weights to secure such tent, and any other adequate equipment for their booth needed to sell their goods or services such as a table, chairs, etc.
 - B. Electrical supply is limited and only available upon request.

21. INSURANCE COVERAGE

IF AVAILABLE, Vendor promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000 from claims for damages which may arise both out of and during the operation under this Agreement, whether such operations be by itself or by any contractor, agent subcontractor, or anyone directly or indirectly employed by it or them (the "Insurance"). The Vendor will provide a certificate of insurance to the PNRC at least (7) days prior to the date upon which the Vendor begins to use the above-described premises. The certificate of insurance will indicate that Vendor has made *Pittsburgh North Regional Chamber* an "additional insured" on Vendor's policy. Before commencement of any activities related to the Event, the Vendor shall file a certificate of insurance and policy endorsement(s), in a form acceptable to the PNRC, which certificate and policy endorsement(s) shall state:

A. the amount of the Insurance coverage;

B. that *Pittsburgh North Regional Chamber* is an additional insured on the Insurance listing address as 5000 Brooktree Rd., Wexford PA 15090

C. that the PNRC shall be given prior written notice of cancellation of the Insurance as follows: (1) at least 10 days prior written notice for nonpayment of premium; and (2) at least 30 days prior written notice for any other reason.

Check here if user does NOT carry such insurance.
(Coverage will be included under PNRC Insurance Policy for a fee of \$25)

User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.

- 22. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
- 23. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner

24. By signing this Agreement, the Vendor understands and accepts all the terms and conditions stated and/or incorporated herein. The Vendor agrees to follow all applicable Federal, State, County, and Township laws, statutes, ordinances, rules, regulations, and resolutions. The Vendor understands that PNRC and Township reserves the right to terminate this Agreement at any time, for any reason. The Vendor understands that the failure by it, or its employees or agents to follow any of the above terms and conditions of this Agreement will result in the forfeiture of any fees or deposits paid and possible denial of any future requests, applications, or permits from the PNRC and Township.

THE VENDOR HAS READ AND FULLY UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT

THIS AGREEMENT is made by virtue of the Pittsburgh North Regional Chamber IN WITNESS WHEREOF, the Vendor has caused this Agreement to be duly executed and the said PNRC and Township has caused this Agreement to be duly executed as of the day and year written above.

VENDOR:	
By:	
Signature	Date
Print Name:	
Pittsburgh North Regional Chamber of Commerce:	
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By:	 Date
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