



2023 Farmers Market Vendor Application

The deadline for submission is **April 14, 2023.**

MARKET USE ONLY	
Date Received:	_____
Payment:	_____
Business License:	_____
Release:	_____
APPROVE/DENY:	_____

Vendor application, 2023 Suffolk Business License (copy), and signed Release must be received prior to submission in order to be considered - NO EXCEPTIONS. We will review all applications and make our selections by April 21, 2023. If you have been selected, you will be contacted via email. At that time, the vendor participation fee will be due no later than April 28, 2023 to hold your space.

Wait list applications will be accepted after the deadline and throughout the market season. If vendor space is unavailable at the time an application is received, the applicant will be placed on a waiting list and contacted once space is available.

NEW LOCATION : We have moved from the Plaza to the overflow parking lot on the 7-Eleven side of Bridgeport located at 3832 Bridge Rd., Suffolk, VA 23435. Power and Wifi are not available.

NO REFUNDS WILL BE MADE FOR ANY REASON AFTER A VENDOR IS APPROVED FOR PARTICIPATION.

A vendor space is an open-air area approximately 10' x 10' in size. Bridgeport Foundation, in its sole discretion, will assign a vendor space to a vendor. A vendor must supply, for its own use, tables, chairs, umbrella, or shade tent (10'x10' size limit). No tables, chairs, umbrellas, or shade tents will be supplied by Bridgeport Foundation.

Please submit this completed application, a copy of the vendor's 2023 Suffolk business license, and the signed release to:

Once your application has been approved, please make checks or money orders payable to Bridgeport Foundation and mail or drop off at either locations:

PARTICIPATION FEES: Season Pass	Bridgeport Foundation	c/o 3800 Acqua Apartments
Summer: \$125 One-day Pass: \$25	609 Independence Parkway, Suite 115	1200 Bridgeport Way, Suite 101
Season Pass Holiday Market: \$50	Chesapeake, VA 23320	Suffolk, VA 23435
Profit Share: <u>3% of Net Sales per market</u>		

Full Name of Applicant/Vendor (Please print):

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Farm Name (if applicable): _____ **Farm Location** (County/City): _____

Business Phone: _____ **Cell Phone:** _____

Email*: _____

*Vendors are **HIGHLY ENCOURAGED** to provide an email. Failure to provide an email may result in communication delays.

Website: _____

Social Media: _____

Point of Contact Name: _____

Cell Phone: _____ Email*: _____

*Failure to provide an email may result in communication delays.

EMERGENCY CONTACT (Name and Phone): _____

FARMERS / GROWERS: Please indicate the types of produce offered (information to be used for promotional purposes):

___ Certified Organic ___ Virginia Grown ___ Certified Naturally Grown

___ Hydroponics ___ Free Range ___ Home-Grown for Heroes

___ Pasture Raised ___ Other (Please specify): _____

VENDOR CATEGORY (select up to three):

___ Produce ___ Bath and Body ___ Coffee & Specialty Drinks

___ Food Artisan/Baked Goods ___ Meat/Poultry ___ Seafood

___ Fresh Flowers/Plants/Shrubs ___ Jellies/Pickles/Honey ___ Art & Photography

___ Dairy/Cheeses/Eggs ___ Concessions (cotton candy, snow cones, popcorn, etc.)

Handmade Crafts Jewelry Clothing & Accessories

Other

Please note that first priority will be given to our local produce, meat, and dairy vendors!

Please provide a **COMPLETE LIST OF ALL PRODUCTS** to be sold or distributed at the market. All products offered for sale, or distribution, must be pre-approved by Bridgeport Foundation. After application submission, any additions or deletions to this list must be submitted in writing and be emailed to farmmarketbridgeport@becoasset.com and be received by Bridgeport Foundation no later than 1 pm on the Monday prior to the market date. No product may be sold at a market without the prior approval of Bridgeport Foundation-NO EXCEPTIONS. **You may be required to submit a sample(s) and/or photos of the products listed if requested, in an effort for us to make our selections**

Does the vendor grow or produce all products listed? YES NO

If a product is not grown/produced by vendor, please list the product and the vendor's source for the product.

Please estimate as a percentage of total inventory the products that will be offered for sale that are not grown/produced by vendor: _____

Does vendor accept credit cards? YES NO

Does vendor accept Venmo/PayPal? YES NO

Does vendor require electricity? NO NECESSARY PREFERRED

Will vendor use a shade tent or umbrella? YES NO SIZE: _____

Does vendor participate in other farmers markets? YES NO

If yes, list other farmers markets below:

Business Bio (for event website and social media): Please describe the vendor's business, how long its operated, and include a "fun" fact about the vendor or its owner. (Business Bio information may be edited for brevity or clarity in the sole discretion of Bridgeport Foundation.)

2023 MARKET DATES

Summer - 2nd and 4th Sundays May 14th through August 27th from 10:00am - 2:00pm

Holiday Market - Saturday December 2nd from 4:00pm - 8:00pm

Place a check next to each market date that vendor will attend.

***SUMMER Market:** \$125.00 participation fee for season pass or \$25.00 participation fee for day pass

May 14th

June 11th

June 25th

July 9th

July 23rd

Aug 13th

Aug 27th

***HOLIDAY Market:** \$50.00 participation fee

Dec 2nd (Saturday from 4:00pm - 8:00pm)

Once your application has been approved, you will be notified of selection. Participation fees are due at the time of application approval. PLEASE do not submit participation fees until you have been contacted with approval!

In addition to participation fees, vendors are be required to remit **3% of net daily sales** (please round to the nearest dollar) or a \$5.00 minimum, along with a market sales report form provided by the market manager by 4pm the Tuesday following the market. Failure to make timely payments will result in being removed as a market vendor. Cash, check, or money orders should be made payable to Bridgeport Foundation and can be given directly to the market manager or dropped off at the 3800 Acqua Apartments leasing office located at 1200 Bridgeport Way, Suite 101, Suffolk, VA 23435 Monday through Friday from 9AM to 5PM.

Bridgeport Foundation

Rules, Terms and Conditions

A vendor's failure to comply with the rules and regulations listed below may result in the forfeiture of vendor space, participation fees, or both and the vendor may be prohibited from participating in any future events.

1. Bridgeport Foundation has the **sole discretion to accept or reject a vendor application for any reason**. A vendor application will not be considered until Bridgeport Foundation has received a fully completed application, a copy of the vendor's 2023 Suffolk business license, and a properly signed release. Once an application has been approved, participation fees are due upon approval.
2. Vendor understands that its approval to participate may have prevented another vendor from being accepted to participate and agrees to attend all market days that are indicated on its application, unless approved by market manager.
3. Vendor must notify Bridgeport Foundation by 12:00 pm the day before the market if it will not participate in a market as indicated on its application. Missing two market days without providing the required notice **will result in the forfeiture of the vendor space** and all participation fees and the vendor may be prohibited from participating in any future events.
4. Markets will be held "rain or shine" unless Bridgeport Foundation, in its sole discretion, determines that conditions are unsafe. Notice of cancellation will be provided by email no later than 7am on the market day.
5. If Bridgeport Foundation, in its sole discretion, cancels a market due to (1) inclement weather, (2) act of God, (3) flood, (4) fire, (5) earthquake, (6) national or regional emergency, or (6) local, state, or federal ordinance, no participation fee will be refunded.
6. Vendor is prohibited from assigning, subletting, or sharing its vendor space without the prior written approval of Bridgeport Foundation.
7. Bridgeport Foundation has the **sole discretion to approve or deny** the sale of any products listed on a vendor application. No product that has been denied by Bridgeport Foundation may be sold at the market. All products that are offered for sale or distribution must be pre-approved by Bridgeport Foundation as indicated on vendor application-NO EXCEPTIONS.
8. Vendor must comply with all local, state, and federal laws, rules and regulations including but not limited to those which govern the production, harvesting, preparation, preservation, labeling or safety of products offered for sale.
9. Vendor is prohibited from offering products purchased, consigned, or commissioned by or through a direct sales company, including but not limited to Mary Kay, Avon, Amway, Rodan+Fields, Pampered Chef.
10. Vendor is prohibited from selling pre-packaged beverages that are not produced by vendor including but not limited to canned/bottled soda, bottled water, juices, and pre-mixed shakes.
11. Vendor is prohibited from soliciting any products, services, or charitable contributions without prior permission of Bridgeport Foundation.

12. Vendor must follow all social-distancing, mask, and sanitation guidelines related to COVID-19 in accordance with the rules, regulations, and laws of the Commonwealth of Virginia.
13. Bridgeport Foundation will not provide any tables, chairs, umbrellas, or shade tents. A vendor may supply, for its own use, tables, chairs, umbrellas, and shade tents (no larger than 10' x 10'). Vendor must adequately secure all umbrellas and shade tents to prevent movement. All shade tents must have weights that are securely attached to posts at all four (4) corners.
14. Vendor must display, in a place within the assigned vendor space that is easily visible to patrons, an attractive sign, measuring at least 8.5" x 11", which identifies the vendor's business name.
15. Vendor may only use a scale that displays a valid certification sticker issued by the Virginia Department of Weights and Measures.
16. No vendor space may be accessed prior to 8:00 am on the day of a market. Vendor must enter and load/unload items from the rear of the plaza (behind the stage area) before 9:30 am. A vendor that fails to arrive before 9:30 am may be denied participation in that day's market. All vehicles and items must be removed from the rear of the plaza no later than 9:45 am.
17. Vendor may forfeit its vendor space and participation fees if it arrives late more than two times in a season. A vendor that arrives late may be prohibited from participating in future events.
18. Vendor should be present and "open for business" from the market's start time of 10am until the close time of 2pm, unless due to bad weather or "sold out" of products and approved by market manager.
19. Vendor must keep vendor space clean and neat at all times during the market hours of 10 am – 2 pm.
20. All individuals in the vendor space must wear shoes at all times.
21. Cooking is prohibited.
22. Gas generators and propane burners are prohibited, unless approved by market manager.
23. Slaughtering or dressing of animals or both is prohibited.
24. The sale of live animals is prohibited.
25. At all times, children under the age of 16 must be directly supervised by an adult who shall be responsible for the child's conduct and safety. A child accompanying a vendor must exhibit behavior that meets the expectations of a place of business.
26. Bridgeport Foundation promotes a family atmosphere. Vendors are prohibited from using profane language and gestures while participating in a market.
27. Vendor is prohibited from selling or distributing any items outside its assigned vendor space and may not shout or use other similar techniques in attempt to solicit or draw patrons to its vendor space.
28. Vendor is prohibited from playing music or offering any other entertainment during the market hours of 10 am – 2 pm unless approved by the market manager.
29. A market is not a forum for political or religious activities and vendor space will not be issued to persons or organizations wishing to campaign, proselytize, or gather signatures with regard to civic,

political, or social issues. Vendor is prohibited from engaging in political or religious activities, including but not limited to conversations and other verbal discussions. (This does not limit the sale of religious-themed products that have been approved for sale by Bridgeport Foundation.)

30. Smoking and vaping are prohibited inside and around the market plaza (including landscaped areas). Vendor, staff, employees, or agents are prohibited from smoking or vaping while on the premises.

31. Vendor must remove all trash, debris, and other items from the vendor space prior to leaving the market. Vendor may use the recycling containers located behind 1400 and 1500 Bridgeport Way for cardboard boxes or crates that have been broken down. Vendor must remove all items from the vendor space and fully exit the market area by 3pm on the day of the market.

32. Vendor must report its net sales (excluding sales tax) to Bridgeport Foundation no later than the Tuesday following the market session, along with their 3% profit share. Bridgeport Foundation shall keep sales information private and confidential and will limit the use of net sales information to market growth analysis/trends. Vendor's failure to remit a 3% profit share, report net market sales or reporting false numbers may result in forfeiture of vendor space and participation fees.

33. Vendor is prohibited from engaging in fraudulent, dishonest, or deceptive merchandising. Vendor is prohibited from coordinating with other vendors to set prices. Any vendor that is determined by Bridgeport Foundation, in its sole discretion, to have engaged in false merchandising or collusion will forfeit its vendor space and all participation fees and will be prohibited from participating in any future events.

34. Bridgeport Foundation may refuse or revoke a vendor space if it determines, in its sole discretion, that such action is in the best interest of patrons, other vendors or staff.

35. A vendor's failure to comply with the rules and regulations listed may result in the forfeiture of vendor space, participation fees, or both and the vendor may be prohibited from participating in any future events.

By signature below, vendor agrees to comply with these rules, terms, and conditions.

Accepted and signed this ____ day of _____, 2023.

Vendor Name (Please Print)

Signature

Printed Name and Title

Release and Indemnification Agreement

In consideration of participating in a market, vendor hereby covenants not to sue, releases, waives, and discharges the Bridgeport Foundation, its agents, employees, officers, affiliates (by common management or ownership), owners and assigns (collectively, "Bridgeport Foundation"), from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury to property or person, including death, that may be sustained by the vendor, its staff, employees, agents, officers, affiliates, or owners while participating in a market, or while in, on or upon the premises where the market is being conducted, whether caused by the negligence of Bridgeport Foundation or otherwise.

Vendor is fully aware that participation in a market may involve risks and hazards, known and unknown, and elects to voluntarily participate in the market with full knowledge that participation may result in injury to vendor and its property. Vendor voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, including death, that may be sustained by vendor, its staff, employees, agents, officers, affiliates, or owners, or any loss or damage to property owned by vendor, as a result of participating in a market, whether caused by the negligence of Bridgeport Foundation or otherwise. The vendor is also aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (collectively, the "Disease") and the risk that vendor, its staff, employees, agents, officers, affiliates, or owners may be exposed to or contract the Disease by engaging in the market, which may result in serious illness, personal injury, disability, death. Vendor acknowledges that these risks may result from or be compounded by the actions, omission, or negligence of the Bridgeport Foundation or others. Vendor understands while Bridgeport Foundation has implemented measures to reduce the risk of injury and the spread of the Disease, Bridgeport Foundation cannot guarantee that vendor, its staff, employees, agents, officers, affiliates, or owners will not be injured or become infected with the Disease due to participation in the market and that engaging in the market may increase the risk of contracting the Disease.

Vendor further agrees to indemnify the Bridgeport Foundation from any loss, liability, damage, or costs, including court costs and attorney fees, that may be incurred due to vendor's participation in a market, whether caused by negligence of vendor, its staff, employees, agents, officers, affiliates, or owners, or otherwise.

Further, vendor expressly and irrevocably grants and licenses Bridgeport Foundation the right to display, exhibit, reproduce, photograph, create derivative works, exploit or otherwise use and permit others to use the vendor's and its products name, image, likeness, biographical information, and all material created by or on behalf of Bridgeport Foundation that incorporate any of the foregoing in perpetuity in any medium or format, including but not limited to advertising and promotional materials, electronic media, the internet and other digital transmission or delivery methods, on any platform, and for the purpose of advertising, public relations, publicity and promotion of Bridgeport Foundation and its affiliates and their businesses, products, and services without further consent from, or royalty, payment or other compensation.

If vendor is a natural person, by signing below, the vendor affirms that he/she/they is at least eighteen (18) years of age and understands that he/she/they are waiving legal rights including the right to sue Bridgeport Foundation.

The undersigned represents that he/she/they is an authorized agent of the vendor, has the authority to act on behalf of the vendor, and binds the vendor with his/her/their signature.

Accepted and signed this ____ day of _____, 2023.

Vendor Name (Please Print)

Signature

Printed Name and Title