



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

2021 Vendor Application

The deadline for submission is Monday, **June 7, 2021**.

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 the participation fee will be returned.

The participation fees, 2021 Suffolk Business License (copy), and signed Release must be received prior to participation-NO EXCEPTIONS.

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.

Farmers Market at Bridgeport, 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 Farmers Market at Bridgeport.

Please submit this completed application, a copy of the vendor's 2021 Suffolk business license, the signed release, and the required participation fees to:

Farmers Market at Bridgeport
609 Independence Parkway, Suite 115
Chesapeake, VA 23320

OR

c/o 3800 Acqua Apartments
1200 Bridgeport Way, Suite 101
Suffolk, VA 23435

PARTICIPATION FEES:

Season Pass Summer: **\$50.00**

One-day Pass Summer: **\$15.00**

Season Pass Fall: **\$20.00**

Season Pass Winter: **\$15.00**

Please make checks payable to **Farmers Market at Bridgeport**

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 agricultural and food vendors have priority in the selection process.

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 Farmers Market at Bridgeport. 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 Farmers Market at Bridgeport 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 Farmers Market at Bridgeport-NO EXCEPTIONS.

Please submit a sample and/or photos of the products listed. Farm vendors, we may like to schedule a time to see your farming operation.

2021 MARKET DATES

2nd and 4th Sundays June through December

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

SUMMER Market: \$50.00 participation fee for season pass/\$15.00 participation fee for one-day pass

___ June 13th

___ June 27th

___ July 11th

___ July 25th

___ Aug 8th

___ Aug 22nd

___ Sept 12th

___ Sept 26th

FALL Festival Market: \$20.00 participation fee for season pass

___ Oct 10th

___ Oct 24th

___ Nov 14th

WINTER Christmas Market: \$15.00 participation fee for season pass

___ Nov 28th

___ Dec 12th

Farmers Market at Bridgeport

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. Farmers Market at Bridgeport has the sole discretion to accept or reject a vendor application for any reason. A vendor application will not be considered until Farmers Market at Bridgeport has received a fully completed application, a copy of the vendor's 2021 Suffolk business license, a properly signed release, and participations fees. If a vendor application is rejected, the participation fee will be returned to vendor.
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.
3. Vendor must notify Farmers Market at Bridgeport 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 Farmers Market at Bridgeport, in its sole discretion, determines that conditions are unsafe. Notice of cancellation will be provided by email no later than 7 am on the market day.
5. If Farmers Market at Bridgeport, 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 Farmers Market at Bridgeport.
7. Farmers Market at Bridgeport 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 Farmers Market at Bridgeport may be sold at the market. All products that are offered for sale or distribution must be pre-approved by Farmers Market at Bridgeport 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 Farmers Market at Bridgeport.

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. Farmers Market at Bridgeport 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 8:30am 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 must be present and "open for business" from the market's start time of 10 am until the close time of 2pm. A vendor who leaves early may be prohibited from participating in future events.
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.
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. Farmers Market at Bridgeport 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.
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 Famers Market at Bridgeport.)

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 gross sales (excluding sales tax) for a market to Farmers Market at Bridgeport no later than the Tuesday following the market session. Farmers Market at Bridgeport shall keep sales information private and confidential and will limit the use of gross sales information to market growth analysis/trends. Vendor's failure to report gross 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 Farmers Market at Bridgeport, 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. Farmers Market at Bridgeport 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 _____, 2021.

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 Farmers Market at Bridgeport, its agents, employees, officers, affiliates (by common management or ownership), owners and assigns (collectively, "Farmers Market at Bridgeport"), 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 Farmers Market at Bridgeport 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 Farmers Market at Bridgeport 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 Farmers Market at Bridgeport or others. Vendor understands while Farmers Market at Bridgeport has implemented measures to reduce the risk of injury and the spread of the Disease, Farmers Market at Bridgeport 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 Farmers Market at Bridgeport 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 Farmers Market at Bridgeport 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 Farmers Market of Bridgeport 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 Farmers Market at Bridgeport 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 Farmers Market at Bridgeport.

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 _____, 2021.

Vendor Name (Please Print)

Signature

Printed Name and Title