



Lake Oswego Farmers' Market
Millennium Plaza Park
200 First Street, Lake Oswego 97034



Photos Courtesy of Dodge & Burn Studios

2016 Vendor Handbook

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Lake Oswego Farmers' Market Mission & Objectives

Welcome to the Lake Oswego Farmers' Market (LOFM) - a European style market developed and operated by the City of Lake Oswego Parks & Recreation Department. LOFM showcases some of the region's finest agricultural products. Superior produce is sold directly by growers and provides a vast array of products while maintaining the purity of an agricultural market.

The Lake Oswego Farmers' Market (LOFM) is created to establish operations of a seasonal, open air market at Millennium Plaza Park in downtown Lake Oswego.

The objectives of the LOFM are:

- To provide an informal social gathering place in an open-air setting for the Lake Oswego community and our neighbors.
- To enhance the downtown business community.
- To give the community access to a wide variety of fresh, local, in-season farm products direct from the producer and to provide a centralized location for local producers to market directly to the buying public.

The market concept is built around three principal elements:

- Regional farmers who sell fresh fruits and vegetables, horticultural items and other products from their farms
- Local vendors who provide value added products for the shoppers convenience
- Local vendors who provide food/refreshment services at the plaza

In addition, the Market also incorporates the following on a limited basis:

- Eligible Artisan vendors
- Eligible Nonprofit vendors
- Kids' Corner vendors
- City Government participants

Market Location

LOFM is held at Millennium Plaza Park in downtown Lake Oswego, which is located at 200 First Street (corner of First Street and Evergreen Street).

2016 Market Dates & Hours

The 2016 Market season will commence May 14th and continue 22 Saturdays through October 8th. The Market is open to the public from 8:30am to 1:30pm.

Market Eligibility & Participation

LOFM welcomes applications from all vendors that meet the Market's requirements. Please review this handbook thoroughly prior to applying. Product guidelines and selection criteria are detailed in full.

Submission of application does not imply acceptance into LOFM. Participants are not selected on a first-come, first-serve basis. Applicants are juried. Every applicant is reviewed annually. Participation in previous years does not guarantee acceptance in future years (although LOFM is loyal to returning vendors whom staff has created a positive relationship with).

Application Procedures

Interested applicants may apply to the Farmers' Market beginning **January 6, 2016**. **Applications are due February 24, 2016**. Applications may be submitted through the online website *Manage My Market*, www.managemymarket.com. Please create an account, complete a profile and apply to the Lake Oswego Farmers' Market.

In addition, a \$20 application fee is required for all vendors. The application will not be considered complete until this fee is received. Please remit payment through the link to PayPal on the *Manage My Market* application.

Setup & Operation of Vendor Stalls

- A. With the exception of Kids' Corner participants, all vendors are provided with a stall space measuring approximately 10' x 10'. Motorized trailers/food trucks are not permitted. Farmer/Grower vendors may request and be granted additional booth space depending on availability. Booth location is determined by the Market Manager.
- B. With the exception of Kids' Corner, all participants shall provide their own booth or sun/rain cover. All participants must supply their own tables/chairs. Because the venue for the Market is on Lakewood Bay, wind can come up unexpectedly. **Please make sure your canopy is adequately secured with weight on all four corners.** Unfortunately, LOFM is not be able to store any of your equipment. Space is extremely limited.
- C. *Market Setup:* Vendors are permitted to drive onto the plaza at Millennium Park to unload their supplies. The LOFM Traffic Team arrives on site at 6:30am to assist vendors with load-in. Please stop at the traffic sign located in the roundabout and wait for direction from the Traffic Team before driving onto the plaza. Please be safe and proceed with caution.
- D. Please unload your supplies as quickly as possible and remove your vehicle from the plaza before commencing booth setup.
- E. For safety reasons, all vehicles must be off the plaza by 8am. Late arriving participants must park their vehicles outside the Market area and carry their supplies and products to their booth space.
- F. Participants must be ready for operation when the Market opens promptly at 8:30am.
- G. Booths must be staffed at all times (Market hours are 8:30am-1:30pm).

- H. Participants are not allowed to disassemble booths before the Market closes at 1:30pm unless permission is first obtained directly from the Market Manager. In the event a vendor runs out of product, he/she must keep his/her booth intact until the close of the Market. Early departures are not be permitted.
- I. *Market Close:* Market Close is similar to Market Setup. Beginning at 1:45pm, vehicles may line-up along First Street to access the plaza. The Traffic Team cautiously permits access to the plaza at this time. When entering the Market from First Street, please stop at the traffic sign located at the front of the roundabout and wait for direction from the Traffic Team before driving onto the plaza.
- J. Participants are not allowed to sell or distribute products before opening time or after closing.
- K. *Parking:* All participants and their employees are encouraged to park in the lot at City Hall (380 A Avenue, two blocks west of the Plaza). Please do not park in the parking structure at Lake View Village or within a one-block radius of the Market. It is our goal to allow all Market shoppers easy and efficient access to the Market.
- L. Booth spaces not occupied by 8am shall be deemed forfeited and may be reassigned to another vendor unless prior approval has been given by the Market Manager.
- M. Participants are responsible for keeping their space attractive during Market hours and for cleaning up their space after the Market closes, **including the removal of garbage and sweeping up any debris**. Vendors may use plaza receptacles for debris, although it must be contained in receptacles. **If extra garbage bags are utilized, they must be taken to the steps on the north side of the plaza and placed inside the Parks Maintenance truck bed for removal. Vendors with cardboard for recycling must flatten it and place it in the Parks Maintenance truck bed for removal.** Vendors whose products generate waste must provide recycling/trash containers for customer use.
- N. Participants shall not permit any waste or strip of the property by action of the Vendor, its agents or employees. No shrubs, trees or other vegetation may be damaged, moved or otherwise disturbed as a result of this agreement. Vendors shall repair, replace or restore the licensed area so that it is free from evidence of vendor's use.
- O. The plaza surface is quite porous and once it has been soiled from cooking material or berries, it is impossible to clean. It is the responsibility of the vendor to be especially diligent in protecting the surface in his/her stalls space. It is also the responsibility of the vendor to clean any surface that is unprotected on the same market day. Should Parks Maintenance staff be required to clean or

replace pavers, the vendor will bear the burden of payment. **The easiest way to protect the paved surface from damage is to lay down a protective ground cover, such as cardboard, plastic, or rubber mats. It is best to cover the entire surface of your stall space.**

- P. Due to Market expansion and contraction throughout the season, the Market Manager may request vendors to change stalls. When this situation arises, the Market Manager will consult with affected vendors and determine the best solution. The Market Manager is the final decision-maker.
- Q. The electricity at Millennium Plaza Park is extremely limited. Due to this, only Farmer/Grower and Refreshment vendors may apply for electrical use. All use must be detailed in the application.
- R. By law, parks throughout the City of Lake Oswego are tobacco free. Please do not smoke in the Market area.

Market Stall Cancellation Policy

Except in emergencies, prepaid vendors will forfeit their stall payment if the Market Manager is not informed of a cancellation by *noon on Wednesday prior to Saturday market*. In the event that the vendor has prepaid for space, he/she will receive a credit if notification occurs by 12:00pm on the Wednesday prior to the Saturday market. If notification is not received by 12:00pm on Wednesday prior to the Saturday market, the vendor will be charged for the space. Failure to notify or show up to the market will result in a warning the first instance and a review of vendor participation in the market the second instance. Vendors are not permitted to sub-lease their stalls.

Inclement Weather Policy

In general, it is LOFM's policy to be open rain or shine. LOFM will not be closed unless the safety of vendors and customers is threatened. Any necessary changes or modifications are determined by the Market Manager. Notifications of change will be issued as far in advance as possible. If a modification or cancellation is required, vendors will be notified via email. In the event of the cancellation of LOFM, vendors will not be required to pay booth fees for that Market date (if booth fees have already been submitted, the vendor will be refunded). Additionally, the Lake Oswego Farmers' Market website will be updated with information reflecting any change or cancellation to LOFM: <http://www.ci.oswego.or.us/parksrec/lake-oswego-farmers-market>.

- A. High Winds: LOFM is located on Lakewood Bay and it is not uncommon for winds to arise. All vendors are responsible for making sure canopies are adequately secured with weights on all four corners. If improperly weighted canopies are a risk to other vendors or customers, the Market Manager may require canopies to be disassembled.
- B. Lightning: If lightning arises at the Market, an announcement will be made over the PA System stating the need for safety procedures. Vendors should remain calm, unplug all electrical equipment at the first sign of lightning and step away from these items. Please take cover immediately and remain a safe distance

away from trees or light posts. Those with vehicles are encouraged to get inside their cars for safety. Please avoid any metal.

Indemnification

The vendor shall defend, indemnify, and hold harmless the City of Lake Oswego, its officers, agents and employees harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the use of this license or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the Licensor, but is in addition to such common law or statutory provisions.

Exclusion of Damages and Representations

- A. The City, its officers, employees, and commissions and committees shall not be liable to the Vendor for any damages of whatsoever character or nature arising out of or related to the Vendor's application, booth reservation, inventory, or participation in the Market, whether direct, indirect, consequential (including lost profits), or special damages.
- B. The City is not liable for acts by third parties or acts of nature, including weather.
- C. The City is not liable for lost or stolen property; all risk of loss of Vendor's property shall be that of Vendor.
- D. Vendor certifies, acknowledges and agrees that this license is accepted and executed on the basis of Vendor 's own examination and personal knowledge of the premises and personal property and Vendor's own opinion thereof; all prior negotiations, representations of fact or opinion or agreements relating to said property made by the City or any agent thereof upon which Licensee may have relied have been reduced to writing and are included in this agreement, and if not so reduced to writing, are expressly waived, which waiver is a material part of the consideration of the execution of this contract by the City.

ARTIST



Specific Guidelines & Requirements for Artists

- A. Submission of application does not imply acceptance into the Market. All applicants are juried.
- B. *Selection Criteria:* Artist participation is determined by strict criteria. Artists are selected that produce unique, finely crafted and superior quality products. Goods must be handmade, creative, imaginative, innovative, and have strong artistic form. Artists must have high standards of professionalism. Previous market experience is preferred. Additionally, Artists are selected that are appropriate for the Farmers' Market venue and fit the overall vision of the Market. Goods selected must be reasonably priced and affordable to the LOFM audience ("reasonable prices" are determined by the Market Management team). Furthermore, efforts are made to select vendors whose products are created locally.
- C. The electricity at Millennium Plaza Park is extremely limited. Due to this, Artists are not granted access to power.
- D. Because the Lake Oswego Farmers' Market is primarily an agricultural market, artist participation is limited. Typically, accepted artists only receive approximately one or two dates per market season.
- E. *Fees:* The booth fee for accepted Artists is \$40 for a 10' x 10' stall space. Prepayment is required prior to the scheduled participation date(s).
- F. The City reserves the right to adopt additional rules relating to vendor participation in the Market or to modify these rules. The additional or modified rules shall be effective 1 week following delivery of a copy of the revised or additional rules to the vendor or 1 week following the date of mailing by regular mail to the vendor. Continued participation in the Market by the vendor shall be deemed assent to the revised rules.

CITY GOVERNMENT



Specific Guidelines & Requirements for City Government

- A. Participants may use their booth space to promote their organization.
- B. If City participants elect to sell products, the goods must first be approved by the Market Manager. Additionally, City participants are responsible for meeting all health requirements and obtaining any permits and licenses applicable to their products.
- C. The electricity at Millennium Plaza Park is extremely limited. Due to this, City participants are not granted access to power.
- D. City participants are exempt from application fees and weekly booth fees.

FARMER/ GROWER



Specific Guidelines & Requirements for Farmer/Growers

Product Guidelines

- A. All products must be grown, produced or collected by the vendor in Oregon, Washington, or Idaho. Products allowed for sale at the market include but are not limited to: vegetables, fruits, berries, herbs, nuts, flowers, plants, eggs, dairy products and some selected food items which are made by the vendor such as cheese, wine and beer (no hard alcohol permitted). Food items and prepared foods must be produced by the vendor from raw ingredients. It is our preference to have a variety of products offered, with little or no duplication.

LOFM is for farm fresh, locally grown products and not an outlet for resale of wholesale produce. Vendors are allowed to supplement their own products with other locally grown product as long as the vendor grows at least 75% by value of the overall product that they offer for sale at LOFM in the current market season. Vendors are asked on the application to name anticipated farms that they may sell for during the season. **All produce not grown or produced by the vendor must be labeled with a sign indicating origin of product. The displayed sign must be at least 4" x 6".**

Should concerns arise regarding adherence to this policy the Market Manager will inform grower of concern and may schedule a visit to the farm. Challenges may be made for products not adhering to the 75/25% rule for poor quality or for misrepresentation of product.

The Market Manager may employ the services of qualified person(s) to determine legitimacy of 75% overall product production. If a violation is found after the investigation, a written warning will be issued for a one-week suspension. If a second offense occurs, the Farmer/Grower forfeits the stall space for the remainder of the year. No refund will be made in the event of forfeiture.

- B. Farmer/Grower Vendors are required to display a sign identifying their farm or business by name and the location the farm.

This rule accommodates three areas of concern: 1. The rule allows vendors and market staff to monitor the 75% grown rule, 2. The rule helps assure that no product is from wholesale product markets, 3. The rule educates the public on where their food is coming from, expanding their knowledge of local farms that they can support. **Market staff may visit vendors at their production locations to confirm compliance to the percentage rule.** Signage must be securely attached to booth or stall as not to interfere or impede foot traffic.

- C. Plant vendors must propagate bedding and landscape plants and flowers (live or cut), seed, cuttings, bulbs, plugs or plant divisions. All plants must sell in standard, non-decorative nursery containers, unless specific request has been made and approved.

D. The market will allow a limited number of booths that offer services and information for cooks or gardeners, including Master Gardeners.

E. All products sold at LOFM must be of superior quality.

Product Sampling Procedures

All Farmer/Growers serving or offering samples of food must abide by Oregon Department of Agriculture rules including the following:

1. The Oregon Department of Agriculture (ODA) requires a hand-washing unit with a faucet to rinse knives, platters and both hands simultaneously.
2. All sample produce must be thoroughly washed in a mild soap solution using Dr. Bronner's soap or comparable food grade soaps and then rinsed with clean water.
3. Designate one knife (no folding knives) for cutting. Clean the knife thoroughly prior to cutting into each new piece of fruit.
4. Always keep a supply of paper towels on hand (preferably recycled).
5. All samples must be served with toothpicks, reducing the opportunity for multiple contacts.
6. Refill produce platters only after all previous produce is gone and the platter is rinsed clean.
7. Clean your hands between each step.

Millennium Plaza Park has a kitchen on its premises. This facility does not replace a separate hand-washing unit at your site, but you are welcome to use the kitchen throughout the market day.

Market staff will visit your booth space occasionally during the market season to insure these health safety standards are being followed. If you have any questions relating to health and safety issues, please contact the Market Manager or staff immediately. Copies of the ODA Food Sanitation Guidelines are available upon request.

Compliance with Government Regulations and Organic Certification.

- A. Vendors shall observe and abide by all laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises. The vendor's agents and employees must also abide by these laws while on premise.
- B. Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Vendors who fail to comply with applicable state and local regulations may be subject to removal from the market and forfeiture of stall fees.
- C. Vendors are required to submit documentation of licenses to the Market Manager prior to the start of the Market season. Applicable licenses may include:

1. Cheese/Dairy: ODA Dairy Processor's License.
2. Farmer/Grower: ODA Certified Scales License for each scale you intend to use at LOFM.
3. Fish: ODA Food Processor's License or ODA Retail Food Establishment License.
4. Meat/Poultry: ODA Meat Seller's License and/or ODA Rabbit/Poultry Slaughter License
5. Nursery/Plant: ODA Nursery License (if your plant sales are over \$250 per year).
6. Organic Registration: Products advertised as "certified organic" must be certified by an organization endorsed by The National Organic Program. A copy of the license must be given to the Market Manager prior to the start of the Market season. The National Organic Program is operated by the United States Department of Agriculture. Certified organizations include Oregon Tilth, the Oregon Department of Agriculture and the Washington Department of Agriculture. Vendors may not use "certified organic" wording to describe product unless it has been certified.

For additional information regarding organically grown certification, please contact:

Oregon Tilth Certification
260 SW Madison Ave., Suite 106
Corvallis, OR 97333
503-378-0690

For additional information regarding Food Safety with the Oregon Department of Agriculture, please contact:

Oregon Department of Agriculture, Food Safety Division
635 Capitol St. N.E.
Salem, Oregon 97310
503-986-4720

For additional information regarding Nursery Licenses with the Oregon Department of Agriculture, please contact:

Oregon Department of Agriculture, Plant Division
635 Capitol St. N.E.
Salem, OR 97310
503-986-4640

For additional information regarding Scale Licenses with the Oregon Department of Agriculture, please contact:

Oregon Department of Agriculture, Measurement Standards
635 Capitol St. N.E.
Salem, OR 97310
503-986-4670

- D. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the market and forfeiture of their stall

fees. Further, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Market Manager may remove the vendor and prohibit said vendor from returning for the remainder of the season and from submitting an application for future market seasons.

- E. The City reserves the right to adopt additional rules relating to vendor participation in the Market or to modify these rules. The additional or modified rules shall be effective 1 week following delivery of a copy of the revised or additional rules to the vendor or 1 week following the date of mailing by regular mail to the vendor. Continued participation in the Market by the vendor shall be deemed assent to the revised rules.

Selection Criteria for Farmers/Grower Vendors

Submission of application does not imply acceptance into LOFM. Participants are not selected on a first-come, first-serve basis. Applicants are juried. Every applicant is reviewed annually. Participation in previous years does not guarantee acceptance in future years (although LOFM is loyal to returning vendors whom staff has created a positive relationship with). Additionally, various aspects are considered in the decision making process, including the following:

- A. The suitability of the product to the goals and purposes of LOFM.
- B. Number of duplicated items in the market.
- C. Farmer/Growers must be growing at least 75% of the product that they are selling at the market and be able to show documentation of farm location and products grown.
- D. Previous Market experience (either at LOFM or at other venues): If applicable, this includes a vendor's past performance and cooperation with other market vendors, Market Manager, staff, and county inspectors.
- E. Booth display, cleanliness and signage appropriate to the Market venue will be considered.
- F. Goods selected must be reasonably priced and affordable to the LOFM audience ("reasonable prices" are determined by the Market Management team).

Fees

A. PAYMENT OPTIONS

- The booth fee for Farmer/Growers is \$36.00 per week for 10' X 10' stall space.
- **Prepayment** of 4 consecutive market days entitles vendor to reduced fee of \$132.00 for each 10' X 10' stall space. This amounts to a booth fee of \$33.00 per week.

- **Prepayment** of ½ season or 11 consecutive market days entitles vendor to a reduced fee of \$341.00 for each 10 X 10 stall space. This amounts to a booth fee of \$31.00 per week.

B. Pre-payment may be mailed to:
Lake Oswego Farmers' Market
City of Lake Oswego
PO Box 369
Lake Oswego, OR 97034

****Please do not mail fees prior to acceptance****

Farmer/Grower vendors may also choose to pay booth fees on the day of the Market. If you would like staff to collect fees during LOFM, please notify the Market Manager or indicate on your application. Payment may also be turned into the Merchant Service booth located next to the restrooms at Millennium Plaza Park.

Insurance

Farmer/Grower Vendors shall obtain liability insurance prior to participation in the Market, and shall maintain in full force and effect during participation in the Market, at the Vendor's expense, a completed products insurance policy for the protection of the Vendor and the City, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract.

The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the Contractor or subcontractor or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater. The Contractor shall not undertake any acts that shall affect the coverage afforded by the above policy.

The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty day's written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.

The Contractor shall not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force **(copies must be submitted to the Market Manager by May 1)**.

KIDS' CORNER



Specific Guidelines & Requirements for Kids' Corner Participants

- A. Kids' Corner is located under the green canopy (measuring approximately 15' x 15') on the elevated stage at Millennium Plaza Park. No additional sun/rain cover is needed.
- B. Kids' Corner participants are responsible for providing their own tables/chairs. Please be aware that because the Market is on Lakewood Bay, wind can come up unexpectedly.
- C. Kids' Corner participants must provide a craft or activity to entertain youngsters attending LOFM. Please bring all supplies with you.
- D. Participants may include promotional materials about their school/business in the Kids' Corner booth. However, products cannot be sold in Kids' Corner.
- E. The electricity at Millennium Plaza Park is extremely limited. Due to this, Kids' Corner Participants are not be granted access to power.
- F. Submission of application does not imply acceptance. Decisions are made in April and confirmation will be mailed at that time. Kids' Corner participants are welcome to apply for multiple Market dates.

NONPROFIT



Specific Guidelines & Requirements for Nonprofit Participants

- A. Submission of application does not imply acceptance into the Market. Applicants are juried and confirmation is mailed in April.
- B. *Selection Criteria:* Nonprofit participation in the Farmers' Market is based on how well the organization's mission meets the environmental and agricultural focus of the Market. Alternatively, eligibility may be based on how well the Nonprofit organization's mission promotes and enhances local community health, art, history, local business, education or tourism. Organizations that do not fit this criterion will not be permitted to participate. (LOFM is operated by the City of Lake Oswego, a municipality; therefore, political and religious organizations are not permitted to participate in LOFM as Nonprofits. These organizations are welcome to use the Public Speech area of the Market. For specific rules on Public Speech, please email the Market Manager).
- C. The electricity at Millennium Plaza Park is extremely limited. Due to this, Nonprofits are not be granted access to power.
- D. Because the Lake Oswego Farmers' Market is primarily an agricultural market, Nonprofit participation is limited. Typically, most accepted Nonprofit vendors receive approximately two dates per market season.
- E. *Fees:* There is no weekly booth fee for Nonprofit participants. Interested applicants must submit the \$20 application fee.

REFRESHMENT



Specific Guidelines & Requirements for Refreshment Vendors

Product Guidelines & Selection Criteria

A. Submission of application does not imply acceptance into LOFM. Participants are not selected on a first-come, first-serve basis. Applicants are juried and reviewed annually. Participation in previous years does not guarantee acceptance in future years (although LOFM is loyal to returning vendors whom staff has created a positive relationship with). Additionally, various aspects are considered in the decision making process, including the following:

1. The suitability of the product to the goals and purposes of the Market. Preference may be given to those vendors who provide healthy and nutritious fare.
2. Products sold at LOFM must be of superior quality.
3. It is our preference to have a variety of products offered, with little or no duplication.
4. Ethnic foods must be authentic.
5. Previous Market experience (either at LOFM or at other venues). If applicable, this includes a vendor's past performance and cooperation with other market vendors, Market Manager, staff, and county inspectors.
6. Booth display, cleanliness and product signage appropriate to the market venue will be considered.
7. The vendor's commitment to ensuring that all environmental aspects are considered will also be evaluated.

B. Refreshment vendors must manufacture products in the Northwest (Oregon, Washington, Idaho) from the direction of the owner. The only exception to this rule is coffee. The owner is not required to raise any of the raw ingredients.

C. LOFM will allow a limited number of booths that offer services and information for cooks or gardeners, including Master Gardeners.

Compliance with Government Regulations & Food Guidelines

A. Vendors shall observe and abide by all laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises. The vendor's employees and agents must also abide by these laws while on premise.

B. Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Vendors who fail to comply with applicable state and local regulations may be subject to removal from the market and forfeiture of stall fees.

C. Vendors are required to submit documentation of licenses to the Market Manager prior to the start of the Market season. Applicable licenses may include:

1. Bakery/Processed/Value Added Foods: Oregon Department of Agriculture (ODA) Food Processor License and/or Bakery License
2. ODA Certified Kitchen License
3. Temporary Restaurant License from Clackamas County Health Department
4. Current Food Handler's Permit

For additional information regarding Food Safety with the Oregon Department of Agriculture, please contact:

Oregon Department of Agriculture, Food Safety Division
635 Capitol St. N.E.
Salem, Oregon 97310
503-986-4720

For additional information regarding licenses from Clackamas County Health Department, please contact:

Clackamas County Health Division
2051 Kaen Road
Oregon City, OR 97045
503-655-8384

- D. Because food vendors are selected based on product, **the vendor shall offer for sale those products that have been approved by the Market Manager on the vendor's application. No other products, services or items shall be offered for sale without the written approval of the Market Manager.**
- E. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the market and forfeiture of stall fees. Further, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Market Manager may remove the vendor and prohibit said vendor from returning for the remainder of the season and from submitting an application for future market seasons.
- F. The City reserves the right to adopt additional rules relating to vendor participation in the Market or to modify these rules. The additional or modified rules shall be effective 1 week following delivery of a copy of the revised or additional rules to the vendor, or 1 week following the date of mailing by regular mail to the vendor at the above address. Continued participation in the Market by the vendor shall be deemed assent to the revised rules.

No exclusivity

In order to provide the greatest variety of appropriate food product and in an effort to avoid duplication of types of food product (although LOFM does not warrant that a

similar food product will not be approved for sale) no vendor has exclusive rights to sell a particular type of food product.

- A. Food vendors may apply in writing to the Market Manager for permission to alter food products offered for sale.
- B. LOFM reserves the right, upon 5 days notice, to reduce, limit, rotate or change the dates of a food vendors participation in order the vary the types of food product available at the market.
- C. Goods selected must be reasonably priced and affordable to the LOFM audience (“reasonable prices” are determined by the Market Management team). Food and beverages shall be sold at a reasonable cost. Reasonable cost shall be considered the opinion of the Lake Oswego Farmers’ Market.

Examples of products not suitable as food products at the Market include vitamins and/or dietary supplements.

Sustainability Practices

LOFM, working in concert with the City of Lake Oswego, is committed to hosting a green market and ensuring that all environmental aspects are considered in the planning and execution of the Market. We are approaching our events with a pollution prevention perspective in mind in order to reduce its overall environmental impact.

As you know, events of this proportion generate a large amount of waste, and we are committed to minimizing the waste going into landfills. We ask that you support our efforts to be a more sustainable market. By noting the following suggestions we may collectively be able to reduce packaging and things thrown-away:

- A. Eliminate packaging (example – use bulk condiments rather than individual servings)
- B. Buy in bulk
- C. Use refillable or reusable containers and serving products (examples: containers, pitchers, etc.).
- D. Re-use decorations and props
- E. Avoid non-recyclable containers
- F. Buy supplies with recycled content, such as cups and napkins, and use products with low environmental impact, such as non-toxic cleaners.

All refreshment vendors will participate in a pre-consumer composting program.

Instructions shall be provided upon acceptance into the market.

Sale of bottled water is not allowed at LOFM. Please encourage your customers to bring their own containers as we have drinking water available.

Product Sampling Procedures

All Refreshment Vendors serving or offering samples of food must abide by ODA rules including the following:

1. ODA requires a hand-washing unit with a faucet to rinse knives, platters and both hands simultaneously.
2. All sample produce must be thoroughly washed in a mild soap solution using Dr. Bronner's soap or comparable food grade soaps and then rinsed with clean water.
3. Designate one knife (no folding knives) for cutting. Clean the knife thoroughly prior to cutting into each new piece of fruit.
4. Always keep a supply of paper towels on hand (preferably recycled).
5. All samples must be served with toothpicks, reducing the opportunity for multiple contacts.
6. Refill produce platters only after all previous produce is gone and the platter is rinsed clean.
7. Clean your hands between each step.

Millennium Plaza Park has a kitchen on its premises. This facility does not replace a separate hand-washing unit at your site, but you are welcome to use this kitchen throughout the market day.

Market staff may visit your booth space occasionally during the market season to insure these health safety standards are being followed. If you have any questions relating to health and safety issues, please contact the Market Manager or staff immediately. Copies of the ODA Food Sanitation Guidelines are available upon request.

Fees

1. **PAYMENT OPTIONS:**
 - The booth fee for Farmer/Growers is \$40.00 per week for 10' X 10' stall space
 - **Prepayment** of 4 consecutive market days entitles vendor to reduced fee of \$152.00 for each 10' X 10' stall space. This amounts to a booth fee of \$38.00 per week,
 - **Prepayment** of ½ season or 11 consecutive market days entitles vendor to a reduced fee of \$396.00 for each 10 X 10 stall space. This amounts to a booth fee of \$36.00 per week.
2. Pre-payment may be mailed to:
Lake Oswego Farmers' Market
City of Lake Oswego
PO Box 369
Lake Oswego, OR 97034

****Please do not mail fees prior to acceptance****

Refreshment Vendors may also choose to pay booth fees on the day of the Market. If you would like staff to collect fees during LOFM, please notify the Market Manager or indicate on your application. Payment may also be turned into the Merchant Service booth located next to the restrooms at Millennium Plaza Park.

Insurance

Refreshment Vendors shall obtain prior to participation in the Market, and shall maintain in full force and effect during participation in the Market, at the Vendor's expense, a completed products insurance policy for the protection of the Vendor and the City, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the Contractor or subcontractor or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned.

Processed Food Vendors (food produced off-site in a Certified Kitchen) must have insurance with limits not less than (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.

Hot Food Vendors must have insurance with limits not less than (a) \$2,000,000 per occurrence and \$3,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.

The Contractor shall not undertake any acts that shall affect the coverage afforded by the above policy. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty day's written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.

The Contractor shall not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force (**copies must be submitted to the Market Manager by May 1**).

Contact Information

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Event & Farmers' Market Manager
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