



411 Wessel Drive, Fairfield, OH 45014 P:513-867-5348 E: [parks@fairfield-city.org](mailto:parks@fairfield-city.org)

## 2026 Fairfield Farmers Market Vendor Application, Contract and Regulations

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

This Contractual Agreement is executed between the City of Fairfield (herein referred to as **CITY**) and

(herein referred to as **VENDOR**) to sell products compliant with not only this Market's standards, but also the laws of Butler County and the State of Ohio.

In consideration of the terms described in this Agreement, VENDOR agrees to pay the VENDOR fees and all other associated fees outlined below and adhere to the provisions of this Agreement, and the Market agrees to provide the VENDOR with an area to sell VENDOR's products and adhere to the provisions of this Agreement. This agreement is non-assignable. This agreement may be amended or modified in writing executed by both parties.

The CITY is responsible for coordinating a professional Fairfield Farmers Market. VENDOR agreement involving financial commitments made by Fairfield Farmers Market VENDOR as specified below (See Financial Arrangements). As determined in this agreement, the CITY of Fairfield will host the Fairfield Farmers Market on the following defined dates and times:

**Event:** 2026 Fairfield Farmers Market

**Date(s):** Wednesdays, May 20, 2026 – September 30, 2026 (outdoors),

November 4, November 18, December 2, December 16, 2026 (indoors)

**Location:** Parking lot between Fairfield Community Arts Center and Village Green Park (indoor markets are inside the Fairfield Community Arts Center 411 Wessel Dr 45014)

**Hours:** 4-7 PM (4:30-6:30 indoors)

**Set-Up Time:** VENDOR must be set up by 3:30 PM and cannot conduct sales until 4 PM (set up 4 PM, Sales at 4:30 PM indoor markets). Any VENDOR arriving late must call an hour in advance and will be placed at the discretion of the Market Leader.

### SECTION I – PROFESSIONAL SERVICES

VENDOR shall serve as a Fairfield Farmers Market VENDOR for the 2026 Fairfield Farmers Market under the following parameters established by the CITY. The Fairfield Farmers Market VENDOR and the CITY mutually agree to the benefits outlined below:

- VENDOR shall receive a 12' x 12' space at the Fairfield Farmers Market, May - September on the dates noted above.
- VENDOR will receive exposure through CITY marketing efforts with print and electronic media sources including Social Media. Fairfield Farmers Market dates will be included in the Fairfield Newsletter that is mailed to Fairfield residents.

## SECTION II - FINANCIAL ARRANGEMENTS

Application, fees, and certificate of insurance must be presented to the CITY of Fairfield and approved by the market manager before a space will be assigned. CITY reserves the right to approve VENDORS based on proximity to market, uniqueness of product offered, saturation of market with specific product and references from other markets. As a Fairfield Farmers Market VENDOR receiving benefits outlined in this agreement, the VENDOR will make a guaranteed payment to the CITY in the amount chosen below:

### Fee Schedule:

Annual Market - \$100.00

Non-Annual Market - \$15.00 per market

Note: There are approximately 20 market dates per year

### Payment Information



#### ANNUAL VENDOR FEE - \$100

Credit Card  Check (payable to "The City of Fairfield")

- Card Number: \_\_\_\_\_
- Exp. Date: \_\_\_\_\_
- Name on Card: \_\_\_\_\_
- Signature: \_\_\_\_\_



#### NON-ANNUAL VENDOR FEE - \$15 per Market Attended

Non-Annual Vendors must have a card on file that will be charged on the weeks they are in attendance. If you do not wish to have the card charged, you must see the front desk **prior to the start of the market** with cash payment. Receipts will be emailed.

- Weeks that will be attended: \_\_\_\_\_
- Card Number: \_\_\_\_\_
- Exp. Date: \_\_\_\_\_
- Name on Card: \_\_\_\_\_
- Signature: \_\_\_\_\_

Return completed application, payment and a copy of certificate of liability insurance to:

The Fairfield Farmers Market, 411 Wessel Drive, Fairfield, OH 45014 or email completed application to [parks@fairfield-city.org](mailto:parks@fairfield-city.org).

Checks are made to 'City of Fairfield', payment can be made by credit card by filling out the information above or by phone after acceptance of the supervisor at 513-867-5348.

The financial agreement will remain in effect regardless of the VENDORS participation, weather conditions, or attendance numbers during the event. All fees are non-refundable. Payment is due thirty days before the first Market - **Monday, April 20, 2026**.

## SECTION III – VENDOR RESPONSIBILITIES

### A. Product Standards and Sales Requirement:

Vendors are responsible for following all Ohio Department of Agriculture and Butler County Health Department standards and regulations. As host, The City of Fairfield assumes no responsibility for Vendors. Some useful links are below:

- <https://agri.ohio.gov/divisions/food-safety/resources/farm-market>
- <https://agri.ohio.gov/divisions/food-safety/resources/cottage-food>

All products must be grown, raised, or produced by the business selling the products. **Only those items listed on the application (below) may be sold.** Farmers must notify the CITY of Fairfield Farmers Market Leader of any proposed changes before bringing unlisted items to sell.

- Only products that have been organically grown by a VENDOR who is a certified organic farmer may be labeled as organic. OR all products marked as “organic” or “natural” must have third party certification according to United States Department of Agriculture (USDA) standards.
- Produce VENDOR must use certified legal-for-trade scales if selling by the pound. The State of Ohio Department for Weights and Measures and Butler County will inspect scales at random times throughout the season.
- All packaged items must be labeled in accordance with appropriate Federal and State guidelines as well as the Butler County Board of Health codes.
- All items must be produced, packaged, labeled and stored properly in compliance with the Ohio Department of Agriculture’s Cottage Food Production Operation.
- Flowers and plants are eligible to be sold if they are raised from seeds or from VENDOR own cuttings or divisions. Flowers and plants purchased elsewhere but not from VENDOR seeds or cuttings may not be sold.
- Honey must be from the vendor’s hives or from hives on the farmer vendor’s property by a beekeeper on a paid or share basis. Processed honey products or bees wax products must be made by the vendor and follow processed food guidelines.
- Artisan products must be made by the vendor using basic raw materials (clay, fabric, weaving materials, yarn, beads, jewelry components, painting supplies, etc.) and have significant “value added” by the work of the artist.
- No VENDOR food items are to be displayed or stored on the ground surface.
- Prices must remain the same throughout the Market selling day.
- CITY reserves the right to limit sales of specific items if they do not complement the market as a whole.
- VENDORS agree that CITY staff may take photographs and video throughout the market for safety, training and marketing purposes.
- VENDORS must be respectful and professional towards other vendors, City staff, volunteers and market attendees. All disputes will be handled by the CITY.

**Please provide a specific list of all items you plan to sell:**

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**B. Inspections and Product Quality:**

- All products sold at the Market must be, in the opinion of the Market Leader, of high quality and free of pests, disease, rot, and spoilage.
- The Market Leader has the authority to sample VENDOR’s products to ensure proper quality is maintained and to deny a VENDOR the right to sell products that are of inferior quality.
- All food items must be kept at the appropriate temperatures at all times. Additionally, all coolers must have a working thermometer. Failure to allow an inspection will constitute a violation of market rules and your contract will be terminated.

#### C. Compliance with Laws and Permitting Requirements:

The VENDOR is required to comply with all applicable local, state, and federal laws and/or permitting requirements at all times. VENDOR will be prohibited from selling at the Market until compliance with all laws and/or permitting requirements has been achieved and the Market has proof of compliance.

#### D. Market Hours of Operation:

The Market will be open on Wednesdays from 4:00 PM until 7:00 PM, beginning on Wednesday, May 13, 2026, and ending on Wednesday, September 30, 2026. Four indoor markets will be open inside the Fairfield Community Arts Center from 4:30 PM to 6:30 PM on November 4, November 18, December 2, December 16, 2026.

- VENDOR is required to arrive at least 30 minutes ahead of the opening time to set up their booth and should be ready to conduct business at market opening time.
- No sales may be made prior to the opening of the Market or after the close of the Market. VENDOR is to stay open, even if sold out, until the end of the market.

#### E. Market Attendance:

If VENDOR has chosen to attend the full Market Season, VENDOR may miss up to **5 Market days** throughout the season and must notify the Market Leader in advance. The VENDOR is responsible for contacting the Market Leader for purposes of determining if the market will be cancelled. If the market is cancelled by the Market Leader, the VENDOR will not be penalized for their absence. Non-attendance will result in a loss of reserved space and forfeit of fees paid, without a 24- hour notification to market staff, and can lead to the termination of this contract.

#### F. VENDOR Booth Requirements:

A 12' x 12' booth space, plus space for one vehicle next to booth will be assigned to each vendor on a weekly basis either in advance by Market Manager or on a first-come, first-serve basis. CITY reserves the right to change VENDOR assignments.

VENDOR is required to have a 10' x 10' canopy at all markets. VENDOR is required to bring their own equipment to the Market. No additional equipment will be provided by the Market. Any electrical needs must be provided by the vendor. The CITY of Fairfield requires all tents to be held down by four (4) sandbags or other weights, one on each corner of the tent, with a minimum weight of twenty (20) pounds per corner of tent. Staking into the ground for any purpose, including stakes for fencing, tents, etc. is not permitted.

CITY event staff will walk the Market and inspect each tent to ensure it is weighed down properly. If a tent or canopy is not properly weighted, VENDOR will be required to remove the tent or canopy. VENDOR is solely responsible for any injury to persons or property caused by VENDOR's equipment.

#### G. Market Safety and Sanitation:

- All VENDOR representatives must dress appropriately; shoes and shirts are required. VENDOR must maintain a clean and sanitary booth. VENDOR is responsible for cleaning up their own booth at the close of the Market. VENDOR must remove all of their equipment and must pick up any trash that accumulated at or around their booth throughout the day—including perishable items.
- VENDORS who provide food samples to Market customers are responsible for setting up their own temporary hand washing station.
- If Market Staff determines that VENDOR has left area in and around booth space in an unsatisfactory condition at the end of the market day (i.e. garbage, left over product, etc.) a fee of \$100.00 will be billed to the VENDOR.
- Once a VENDOR vehicle is parked, the motor must be turned off and remain off for the duration of the market. No vehicles are permitted to power coolers or other equipment at the Market. Additional vehicles must be parked Community Arts Center Parking lot or elsewhere.
- Tobacco products and alcoholic beverages are not permitted to be consumed by VENDOR or staff in or near the Market area at any time.
- No animals are permitted in any of the VENDOR booths with the exception of service animals.
- VENDOR must supervise their children at all times, and may not allow any children under 16 years old to wander the Market area without a parent or guardian

#### H. VENDOR Signage:

VENDOR is required to post signs at their booths detailing the name of the business, the location of the business, the product for sale and pricing. The sign(s) must be visible, legible, and clear. Assigned VENDOR space is nontransferable. Sharing booths is not permitted.

#### **SECTION III – INSURANCE**

VENDOR further agrees to indemnify, defend, and hold harmless the CITY<sup>1</sup> of Fairfield, their agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of Fairfield Farmers Market VENDOR, its agents, employees, licensees, invitees, VENDOR, that result in injury to person or damage to property and losses sustained or arising out of, connected with, or in any way associated with the activities of this event.

Legal expenses, arising from any and all acts of the VENDOR its agents, employees, licensees, invitees, VENDOR that result in injury to person or damage to property and losses sustained or arising out of connected with, or in any way associated with the activities of this event.

VENDOR voluntarily assumes the risk of any and all damage to or loss of any personal property belonging to or brought on the premises of the CITY of Fairfield property, its agents, employees, licensees, invitees, or VENDOR.

VENDOR agrees to provide a copy of their proof of casualty and general liability insurance, including bodily injury insurance, in the minimum amount of one million dollars (\$1,000,000) to cover any and all liability exposure to the CITY. In this insurance document, the “CITY of Fairfield, its officials, employees and volunteers” must be listed as additionally insured. A copy of certificate of liability insurance must be attached to this contract when returning.

#### **SECTION IV - TERMS**

The CITY of Fairfield reserves the right to terminate this agreement upon written notification within 30 days, if, in the CITY's opinion, Fairfield Farmers Market VENDOR fails to meet any portion of its commitment or obligation.

**Force Majeure:** The performance of the Agreement by either party shall be subject to force majeure, including but not limited to Acts of God, fire, flood, natural disaster, war or threat of war, acts of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as defined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties or where any of them make it illegal, impossible, inadvisable or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party without liability, damages, fees, or penalty.

#### **SECTION V – TERMINATION**

This agreement will remain in force for the Farmers Market Season 2025. This agreement is not dependent on weather conditions and the financial commitment outlined in Section II will be paid regardless of weather or closure due acts of nature. The CITY reserves the right to terminate this agreement, after written notification, if, in the CITY's opinion, Fairfield Farmers Market VENDOR fails to meet any portion of its commitment or obligation. The parties hereto have made and executed this agreement.

By signing below, VENDOR indicates that they agree, read and understand, the regulations stated in this form.

##### Vendor:

Printed Name

Signature

Date

##### City of Fairfield:

Amanda Brock

City of Fairfield Parks and Recreation Director

Signature

Date

## EXAMPLE OF CERTIFICATE OF INSURANCE

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)	
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>			
<p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>			
<b>PRODUCER</b>  <div style="text-align: center; color: red;">Insurance company</div>		<b>CONTACT</b> NAME: PHONE (A/C No. Ext.): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b>  <div style="text-align: center; color: red;">Vendor</div>			
<b>COVERAGE</b>		<b>CERTIFICATE NUMBER:</b> <span style="color: red;">Policy number</span> <b>REVISION NUMBER:</b> <span style="color: red;">Date</span> <b>EXPIRATION DATE:</b> <span style="color: red;">Date</span>	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>			
<b>INSR LTR</b> <input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC  <b>A</b> <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>  <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> <b>Y/N</b> ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>ADDL/SUBR INSR WVD</b> <span style="color: red;">Y</span> <span style="color: red;">Y</span>  <span style="color: red;">Policy number</span> <span style="color: red;">Date</span> <span style="color: red;">Date</span>  <b>POLICY NUMBER</b>  <b>POLICY EFF (MM/DD/YYYY)</b> <b>POLICY EXP (MM/DD/YYYY)</b>  <b>LIMITS</b>  EACH OCCURRENCE \$ <span style="color: red;">1,000,000</span> DAMAGE TO RENTED PREMISES (ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$  COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$  WC STATUTORY LIMITS <b>OTHR</b> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$   <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  <div style="text-align: center; color: red;">City of Fairfield its Officials, employees, and volunteers</div>		
<b>CERTIFICATE HOLDER</b>  <div style="text-align: center; color: red;">City of Fairfield Farmers Market 411 Wessel Dr Fairfield OH, 45014</div>		<b>CANCELLATION</b>  <div style="border: 1px solid black; padding: 5px; text-align: center;">           SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.         </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">           AUTHORIZED REPRESENTATIVE         </div>	
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<input type="button" value="Clear All"/>			