

# Beatrice Farmers' Market 2023 — Main Street Beatrice

## Vendor Information, Rules, and Regulations



**The Market is Run By Main Street Beatrice ,Inc.**

Office Location: 205 North 4th Street Mailing Address: PO Box 125 Beatrice, NE 68310 Market Location: 318 N 6th Street

Office Phone: 402-223-3244 - info@mainstreetbeatrice.org - www.mainstreetbeatrice.org



### 2023 Dates

Every Thursday evening starting May 18th through October 12th from 4:00-6:30 p.m. \*Holiday Market TBD

### LOCATION

Centenary United Methodist Church, 318 N 6th Street (6th & High Streets)

### SET-UP

Set up time is 3:00–4:00 p.m. Vendors must check in for location prior to set up. Season spots saved until 3:40 pm.

### EQUIPMENT

Vendors are responsible for their own tables, chairs, shade devices, change, bags, coolers, ice, etc. We are not responsible for lost or damaged equipment.

### PRICES (more details on reverse side)

#### Non-Commercial stalls

\$115 for the season (22 wk./~\$5 wk.) or \$14 each week.

#### Double Stall - Non-Commercial stalls

\$175 for the season (22 wk./~\$8 wk.) or \$25 each week.

#### Commercial stalls

\$220 for the season (22 wk./~\$10 wk.) or \$30 per week.

### VENDOR STALLS

You will receive stall assignment upon arrival at the Market. Vendors accepted weekly on a first come, first served basis where space is available.

Exception for full-season paid vendors who can reserve a vender stall (reserved until 20 minutes prior to start time).

### MANAGEMENT

This Farmers' Market is managed by Main Street Beatrice, Inc. Stall assignments, determination of suitability of items offered for sale, and collection of stall rental fees are the sole responsibility of the Farmers' Market Manager and Main Street Beatrice. You will not receive a confirmation of acceptance into this Farmers' Market but will be notified in the event no stall spaces are expected to be available for the dates you requested.

### GENERAL INFORMATION

No guarantees of exclusivity of products is made or implied. Products shall be grown, sold, or made by the seller, exceptions may be allowed only with permission of the Market Manager and should be discussed in advance. The Main Street Beatrice Farmers Market will not discriminate against any applicant for stall space because of race, color, religion, disability, sex, national origin, age, or marital status.

### PRODUCE/BAKED AND ALL OTHER GOODS

No item offered for sale will be commercially made, created or produced without value added by the vendor. Produce offered for sale must be free from all harmful pesticide residues, and any applications must have been made according to manufacturer's directions. All food items must be free from insects and spoilage and must be washed according to State standards. Minimally processed should be a goal. Cut produce is not allowed at the Beatrice Market.

Perishable produce and food items must be maintained at appropriate temperatures with heating and cooling devices. Eggs must be kept in a cooler at 45 degrees. It is the vendor's responsibility to have an egg license. Licenses are available free of charge by calling 402-471-3422. An empty egg carton may be kept on view so customers know you have eggs for sale. Mark through brand names or grades on used egg cartons. Disallowed bakery products include high risk products such as custards and cream pies. All meat must come from a USDA approved source. Jams and jellies are allowed only if they have been water-processed. No pickles, relish, or salsa are allowed without a proper state approved license or exemption.

Only products in compliance with the regulations of the State of Nebraska Department of Ag. may be sold at the Market. You may reach the State of Nebraska's Department of Agriculture in Lincoln at 402-471-3422. You agree to read their guidelines prior market.

Non-food items such as crafts are welcomed so long as they are personally crafted and sales tax is collected.

### PACKAGING

Prepackaged products must be in new food-grade plastic bags or plastic food wrap. Food items sold by piece or per quantity may be sold in new paper or plastic bags. Bread bags, trash bags, garbage or leaf bags, or pre-used produce bags from the grocery store may not be used for produce or other food stuffs.

Wish to Contact Nebraska Food Safety or Weights and Measures for more details? Call 402-471-3422.

### PROCEDURES

Vehicles are not allowed to operate in the Market area during its hours of operation of 4:00-6:30 pm. In case of emergency, notify the Market manager so pedestrian traffic can be cleared and your vehicle escorted safely from the Market area.

Goods cannot be sold prior to 4:00 pm. A signal will open the Market. The Market will be open "rain or shine" with the exception of a storm warning during Market operation hours. It is left to the vendor's discretion to set up in case of inclement weather.

### TOBACCO/ALCOHOL

Tobacco/alcohol are not allowed on Church property, sidewalk areas can be used for tobacco product use.

### CLEAN UP

Each vendor will be responsible for keeping their area clean and free of trash and clutter during and after the market. Pack out your own trash and help pick up.

### FEES

Refunds and fee transfers to subsequent weeks will not be allowed under any circumstances unless otherwise stated by the market manager and/or the committee.

### SALES TAX — New Lower Rate this Year!

NON-PRODUCE vendors are responsible for collection, reporting, and paying sales tax to the State of Nebraska. Beatrice's tax rate is 7.5%. Vendors must provide proof of application for sales tax number.

*Continued On Reverse Side*

**Vendor Information, Rules, & Regulations continued.**

*Your products should be Home Grown/Made, no "Store Bought" produce, baked goods, or items of any sort are to be sold without value being added and permission from the manager.*

**SCALES**

Only legal scales with the state permit sticker are allowed at the Market. Vendors without legal scales must sell by the piece or per quantity. If you wish to sell product by weight but do not have a legal scale, you may weigh and package items at home and sell them by the bag or package at the Market. Weight MUST be at least what is marked on the package.

Baked goods and items such as honey are to be sold by weight/volume. If you have questions contact Nebraska Food Safety or Weights and Measures for more details at 402-471-3422.

**SIGNAGE**

Vendors are required to have a sign with their name and city of location, and growers must list prices. Signs can be simple or elaborate and can have a business name rather than your personal name. Street addresses are not necessary.

**PARKING**

You may vend from your vehicle (ie: truck bed). If you are not vending from your vehicle please consider moving it to the parking lot to avoid crowding vendor spaces. Trailers will be approved on a case by case basis depending on space available.

**RIGHT OF REFUSAL**

Main Street Beatrice and the Farmers' Market Manager reserves the right to restrict the sale of any product or the use of any stall space to any vendor at any time.

**PETS/ANIMALS**

Pets must be leashed & under control if not in a enclosure. Live animals sales are discouraged due to special safety concerns. Special pre-approval is required as well as a safety plan.

**PHOTOS & SOCIAL MEDIA**

Please note that we will utilize photography and use of social media (posts, live video, etc.) to help promote the market. By signing the vendor application form you agree to and understand that image or video of you may be used as part of promotions.

**HAND, PRODUCT, AND STALL SANITIZATION**

All vendors should take steps to ensure safety & health.

**QUESTIONS**

If you have questions, please contact Main Street Beatrice at 402-223-3244 or through email or Facebook.

**Vendor Application Form**

**PLEASE PRINT:**

\_\_\_\_\_  
Individual Name and/or Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Daytime Phone

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Tax ID Number

**Products to be Sold:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate how you sell your products:

\_\_\_\_\_ Side of Vehicle and/or Rear of Vehicle

\_\_\_\_\_ Table(s) only; no vehicle

Please **circle** the 2023 dates you *plan* to sell at the Market:

\_\_\_\_\_ Full season (May 18 - October 12)

<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>
May 18	June 1	July 6	Aug 3	Sept 7
May 25	June 8	July 13	Aug 10	Sept 14
	June 15	July 20	Aug 17	Sept 21
	June 22	July 27	Aug 24	Sept 28
	June 29		Aug 31	
<b>October</b>	Oct 5	Oct 12	Holiday Market TBD, Additional Fee	

**REGISTRATION**

\_\_\_\_\_ \$14 per week non-commercial

\_\_\_\_\_ \$115 Season non-commercial stall  
(12'x12' display space or less)

\_\_\_\_\_ \$25 per week - double sized non-commercial

\_\_\_\_\_ \$175 Season double sized non-commercial stall  
(12'x12' display space to 24'x24' space)

\_\_\_\_\_ \$30 per week commercial stall

\_\_\_\_\_ \$220 Season Commercial stall

*Ask us about our Main Street contributing partner and young grower discounts.*

**TOTAL AMOUNT ENCLOSED** \$ \_\_\_\_\_

**Please make checks payable to: MAIN STREET BEATRICE**

Vendor's signature on the application verifies that the vendor has carefully read and understands and agrees to all provisions of this Agreement and the Farmers' Market Rules of the State of Nebraska. Any violations of the Main Street Beatrice Farmers' Market rules and responsibilities will result in the following sanctions:

- First violation results in a warning.
- Second violation for same offense results in expulsion from the Market on that day, with no stall refunds.
- Third violation results in expulsion from the Market for balance of season with no refund of vendor fees.

Checks returned by the bank will incur a \$20 fee and must be redeemed in cash. A second returned check will result in a \$30 fee in addition to the check, and any remaining fees must be paid in cash.

Vendor agrees to indemnify and hold harmless the Beatrice Farmers' Market, Main Street Beatrice, Inc., the City of Beatrice, Centenary United Methodist Church, Nebraska Extension, and their employees and volunteers from any and all causes of action which may arise from the operation of this Farmers' Market, not caused by negligence of the Main Street Beatrice Farmers' Market, Main Street Beatrice, Inc., the City of Beatrice, Country Centenary United Methodist Church, Nebraska Extension, and their employees or volunteers.

**By signing this application, I acknowledge that the Agreement has been read and is understood, liability waiver granted, and I will abide by the terms presented in the Information Rules and Regulations and the regulations of Nebraska.**

>>> \_\_\_\_\_  
**Vendor Signature** **Date**