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## **2017 Village of Orland Park – Market at the Park Rules & Regulations**

### **Market Overview**

- **Market Season:** May 25– August 31
- **Market Location:** Crescent Park – 9705 W. 142<sup>nd</sup> Street, Orland Park
- **Market Hours:** Thursdays from 4-8pm (rain or shine)
  - Vendors may set up as early as 2pm. All vendors should be in place no later than 3:30pm.
  - Please note: Except for emergencies, no vendor will be allowed to enter or leave the market during the 4-8pm open market period

### **Vendor Criteria/Evaluation**

To align with the new farmers' market identity, criteria have been created for the evaluation of potential market vendors. Vendors must offer at least one of the products/services listed on the vendor application to qualify for consideration to participate in the market.

- All products/items/services sold at the market must be produced/made/grown/provided directly by the vendor (or by persons in his/her employment) who will be selling them at the market in their own business/kitchen or appropriate licensed facility.
- The essence of a traditional farmers' market is to provide fresh, hand-made, home-made goods that are unique and/or one of a kind therefore no buying/reselling of any product or items are permitted at the market.
- Having a qualified product does not guarantee market participation. While no product is "exclusive" at the market, we do take into consideration the number of vendors with similar products so not to saturate the market with too many similar vendors, thereby reducing the potential for sales to each respective vendor.
- Vendor products and subsequent inclusion in the market are subject to evaluation and final selection by the Village of Orland Park in our sole discretion. We will contact you if we require a sample(s) of your product for evaluation.
- The Village of Orland Park reserves the right to visit your farm, kitchen, production facility etc. at our discretion to evaluate authenticity and origin of the products/services you are offering.
- All food/related products must comply with our health and safety standards. Please refer to the enclosed health form for more details.
- Vendors must have all permits, licenses, and insurance policies necessary to operate his/her business and provide copies to the Village of Orland Park upon request.
- Occupants of spaces at this market must at all times conform to the market rules. The Special Events Manager has full authority to enforce all rules with assistance from appropriate village departments.

## **Vendor Display/Selling**

- Vendor agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Farmers Market Site without the express written consent of the Village of Orland Park.
- Vendor shall maintain the Farmers Market Site in a safe, sanitary and sightly condition, and in good repair.
- Vendor must furnish their own tables, chairs, drop cloths, display arrangements and rain protection.
- For your safety and for the safety of those around you, all canopies, tents, umbrellas and all other forms of booth covering must be securely anchored at all times by a 25 lb. weight on each tent leg.
- The market is a **smoke-free** environment (including e-cigarettes) for both patrons and vendors.
- Only organic growers may display signage using the word organic.
- No vendor shall attract attention to their goods by hawking or “crying out”.
- Prices of all items must be clearly marked .
- Illinois Sales Tax Number must be displayed or proof of application. The vendor’s market space is not transferable. All vendors will be assigned to a market space by the Village of Orland Park.
- Products/services may only be sold/offered from your assigned vendor space.
- Vendors must remove and taken all waste and refuse from their spaces before leaving the market.

## **Health/Food Safety**

- All vendors must be in compliance with all Cook Country Health Department rules. A health inspector from the Village of Orland Park will be contacting all food vendors for compliance and to answer any questions you may have. A completed temporary food permit (include with the vendor application) is required (as applicable) with the vendor application.
- All space holders selling or offering articles according to weight must be in accordance with the established standards for weight in the State of Illinois.
- The source for all bulk products such as dried fruits, edible grains, dried herbs, nuts and seeds must be identified and displayed on a placard.
- Any fresh fruit juice (with the exception of cider) must be chilled. Dry ice is acceptable.
- All products must be sold at current market value or less.
- No unwholesome or spoiled articles may be offered for sale, such as cracked melons, overripe tomatoes, worm infested corn, etc.
- Products labeled organically grown will not have received any chemically formulated pesticides or fertilizers. Products such as eggs, olive oil and meats must have a placard listing its origin.
- Only items listed on this letter of agreement may be sold at the market. If you wish to sell additional items once the market begins, please see the Special Events Manager for approval.
- Any products or samples distributed must be covered or pre-packaged in a single use container with a lid and must be in compliance with the Local Farmers’ Market Act.
- Cooking:
  - Open flame cooking devices shall not be operated within ten feet (10’) of anything combustible
  - Provide a 4A60BC fire extinguisher for general cooking with ovens
  - Provide a K-class fire extinguisher for any grease cooking
  - Candles are not permitted unless in an approved container

- Tents or canopies > 200 square feet require flame spread certificate per NFPA 701

### **Health Practices**

- All vendors must adhere to sanitary procedures as outlined by the Village of Orland Park Health Department and the Illinois Food Sanitation Code. All food concessionaires and food samplers are responsible for obtaining proper health and food handlers permits and registration needed to do business at the Village of Orland Park Farmers Market. Any vendor found to be selling contaminated food or produce shall be suspended from selling operations until satisfactory clearance has been obtained from the Village of Orland Park Health Inspector.

### **Vendor Parking**

- All vendors must park in one of the public parking lots. Only pre-approved trailers will be permitted by a vendors “selling” space.

### **Notification of Absence**

- Please indicate any dates you know you will be absent from the market on the application. In the case of an unexpected absence, please contact the Special Events Manager at [dbiela@orlandpark.org](mailto:dbiela@orlandpark.org) or 312-350-2354 no later than 30 minutes prior to the market opening.

### **Hold Harmless**

- To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless THE VILLAGE OF ORLAND PARK, its related entities, their respective officers, directors, employees and agents (“Indemnitees”), from and against all claims, damages, losses, costs, expenses, judgments and liabilities (including but not limited to attorney’s fees, costs and expenses) that may be asserted against or incurred by any of them due to: (a) any real or personal property damage relating to Vendor’s occupancy of the Indemnitees’ property or any portion thereof, or Vendor’s participation in the Event; (b) any accident or injury (including but not limited to personal injury and bodily injury) to any persons (including Vendor’s employees), sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use thereof, caused by or in connection with: (i) the performance of any services or the furnishing of any goods, materials, food, beverages or other property upon the Indemnitees’ property by Vendor; or (ii) any negligent act or omission of the Vendor, its employees, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, unless the same is caused solely by the gross negligence or willful misconduct of the Indemnitees; and/or (c) any claim, ruling, and/or decision by any local state and/or federal agency or court that the Indemnitees must pay any tax or any kind because of a ruling that Vendor and/or its employees are employees of the Indemnitees, all regardless of whether or not any such claim, damage, loss, cost, expense, judgment or liability it is caused in part by a party indemnified hereunder.
- If Vendor suffers any claims, damages or losses caused by any person or entity engaged by or through or for the benefit of the Indemnitees or any other person or entity, Vendor shall not hold or seek to hold the Indemnitees responsible therefore, but rather, Vendor shall proceed solely against such person or entity causing such claim, damage or loss.

