



Town of Upper Marlboro Farmer's Market Rules

**Applications accepted until October 19, 2023
or until capacity met.**

Occupancy terms and conditions

Vendor participation is subject to the terms and conditions set forth below. Vendor acceptance is not transferable or re-sellable. Acceptance of participation constitutes vendor's consent and agreement to abide by all the terms and conditions. Failure to obey the terms and conditions set forth herein or to obey the request of the Town of Upper Marlboro employees, agents or volunteers shall result in the revocation of the vendor approval and forfeiture of the vendor's space and fee. No refunds will be issued. No rain checks will be issued.

General terms and conditions

- The Town of Upper Marlboro reserves the following rights:
 - To refuse entry to any person, entity, or organization.
 - To designate the selling area.
 - To remove rule breakers from the property
 - No fireworks, handguns, or dangerous items may be brought onto the property, as excepted by law enforcement.

Vendor Rules

- No lit candles, or smoking on the property. No exceptions. Space and fees will be forfeited.
- Vendor paid reservations can be held only until **4 pm Thursday October 19, 2023**. No rain checks or refunds will be issued after that time and date. Vendor space will be provided to wait list vendors.
- All vehicles must park in designated parking area.
- Sellers must leave their space as they found it. Violators will be subject to possible future refusal to sell at Town of Upper Marlboro events.
- No canvas covers may be erected that extend into a walkway or driveway. No nails, stakes or any material may be driven into any pavement. All awnings and covers must be heavily weighted and/or tied down.
- No cooking is allowed except for permitted food vendors.
- No animals may be sold or given away.
- No electronic extension cords may be connected to power sources from buildings.
- There will be no selling in walkways. All sellers must be within the lines that designate their selling space.
- No games of chance, skill, or raffles are allowed.
- Vendors are responsible for making sure that any pictures, books, records, etc. on display are acceptable for children of all ages.
- No pornographic material is allowed.
- Vendor is responsible for sales tax and all license requirements.
- Inappropriate behavior will not be tolerated. Repeated complaints or complaints about exchange or refund policies regarding merchandise will not be tolerated.
- Soliciting signatures and distributing handbills must be done in an orderly manner and only on within vendor's space. No soliciting or distributing handbills in walkways. Anyone not complying with this rule may be removed and denied future admission.
- Permittee shall comply with all laws, ordinances, and regulations of Federal, State, County, Municipal, or other lawfully authority pertaining to the vendor's use of the premise and shall at all times conduct themselves in an acceptable manner.
- All vendors must be off the premises by 7:00 P.M.
- No tattooing or body piercing on site.
- No loud radios, televisions, stereos, or sound amplification equipment is allowed.

- Vendor shall neither commit nor omit any act which would result in a cancellation of any insurance policy carried by the Town of Upper Marlboro.
- The Town of Upper Marlboro shall not be responsible or liable to any vendor for any loss or damage that may result to vendor or his property or his property from water, fire, explosion, theft, willful or negligent act of the Town of Upper Marlboro or its officers, employees, or agents, or from any other source or cause whatsoever.
- ✓ Set up time begins at 10:00 am. Please arrive no later than at 10:30 am. Cut off time will be at 11:15 am and you will not be allowed to bring in your vehicle for set up. You will be allowed to park your vehicle and carry in your items.
- ✓ Your vehicle must be moved away from the vending area in the parking lot as soon as unloaded. We will direct you to nearby parking. Please do not park in the large lot off Main Street behind the buildings adjacent to the library. It has signage for towing.
- ✓ We politely request you stay the full duration of the market out of respect to the other vendors, our market, and our guests.
- ✓ Your tent and displays must have proper structure and weights to prevent them from being blown over. Table top items should be weighted (weighty flat stone or slate coasters glued to bottom or multiple sales items tied together or items within a weighted container). We strongly recommend at least 25 lbs of weights per leg based on wind conditions. The Town will not provide weights or any other structural support.
- ✓ Spaces are first come first serve within the designated market area.
- ✓ If you plan to stay until sunlight dims or darkness, bring your own tent lighting.
- If the market is forced to cancel on a specific date due to severe weather, you will be offered the opportunity to vend at a future Town of Upper Marlboro event.
- Bring any concerns to our immediate attention. Please do not confront a vendor or customer directly. Please leave those matters for us to handle.
- If selling eggs, submit a copy of your Maryland Egg Law Certification.
- If selling meat indicate if USDA approved and name/address of processing facility.
- Permits and Licensing: It is the responsibility of every Farm, Cottage Food or Food Truck vendor to acquire necessary permits and abide by county, state and federal regulations. If permits are required by Prince George's County to sell your product, vendors must submit copies of their permits with their vendor application.
- No items which are offensive to the community's taste standards will be permitted for sale, at the discretion of the Town of Upper Marlboro.
- All vendors must provide their own equipment, tables, chairs, and shade structures (tents, umbrellas, canopies). Each tent leg must be tethered with a minimum of 25 lb weights. Shade structures must be in good condition and may not present a hazard to visitors, other vendors, or staff. Generators are not permitted.
- All vendors should arrive no earlier than two hours prior, and be unloaded and set up within 30 minutes of the market opening. All vendors must have spaces cleaned up and off-site by one hour after the closing of the market related events.
- If your products create trash, you are required to have a trash receptacle. You must remove all trash from the vendor space and surrounds.

- Vendors are responsible for collecting and reporting appropriate Maryland Sales tax.
- Firearms are prohibited. There will be no sales of firearms, look-alikes or parts. These are prohibited items.
- Tobacco use and sales are prohibited.
- Sales of open beverages containing alcohol are prohibited.
- Force Majeure: This is a Rain or Shine event. No refunds will be provided because of weather, change of plans, illness, etc. The Market Manager reserves the right to cancel the Farmers Market at any time when the event shall be impracticable or impossible by a Force Majeure event beyond the control of the Town of Upper Marlboro. In the event of advance cancellation, the Farmers Market Committee will attempt contact with our vendors to notify as soon as reasonably possible. If conditions outside the Town's control forces cancellation, any previously paid vendor fees will be applied to a future Town of Upper Marlboro Farmers Market or returned upon request of the vendor.
- The Town of Upper Marlboro is not responsible for damage, loss or theft of items.
- Accidents/Injuries: Any accident or injury must be reported immediately to the Farmers Market team. All market participants attend the event at their own risk. The Town of Upper Marlboro is not liable for injury to person or property.
- Indemnification: The Town of Upper Marlboro Farmers Market is a community and family event. We strive to create an event which reflects the spirit of the community. Participants agree to indemnify and hold harmless the Town of Upper Marlboro, its officers, directors, volunteers, and sponsors from any and all claims, damages, losses and expenses, including, but not limited to, attorneys fees, property damages, personal injuries, loss or taxes related to the Farmers Market, unless such loss or injury is the direct result of negligence on the part of the Town of Upper Marlboro, its officers, directors, volunteers or sponsors assume no liability for loss of or damage to vendors' property.
- If there is a dispute between parties that cannot be resolved after 30 calendar days of notice given, the parties shall proceed with non-binding mediation to be paid equally by each party for an independent 3rd party mediator, preferably a retired judge of Prince George's County (MD) Circuit Court. If mediation does not resolve the issue, then both parties shall proceed with binding arbitration in the same manner as the non-binding mediation to resolve the issues. The binding arbitration shall be final with no appealable rights thereof.



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