

**KVLS Farmers Market and Marketplace**  
**1911 Kissimmee Valley Lane, Kissimmee, FL 34744**  
**Telephone (321) 697-3050 / Fax (321) 697-3060**

**MARKET GUIDELINES---EFFECTIVE May 20, 2019**

**Vendor Agreement and Guidelines**

Welcome to the KVLS Farmers Market and Marketplace. The Kissimmee Valley Livestock Show and Fair is a Florida Chapter 616 and 501c(3) organization with our charter being in support of agriculture, livestock events and the youth of Osceola County. The intent is of the KVLS Farmers Market and Marketplace is to support of local vendors as well as provide a resource for the community as it relates to perishable and non manufactured/non mass-produced items.

To permit fair and equal opportunity for all sellers and to ensure quality products for buyers, the following rules have been developed. They will be revised and updated as needed, and may be modified according to the season and products being sold. We want to work with you and welcome your ideas and suggestions at any time. To achieve maximum benefits and provide the best market, everyone - growers, sellers, customers, and management must share and work together. The Manager and KVLS may deny the privilege of operating on the Market to any person who violates these guidelines and rules, or who otherwise takes actions which are determined by the Manager and KVLS to be detrimental to the Market. The Manager and KVLS specifically reserves the right to request additional information or documentation before making a decision to deny or limit access to the market, but is not required by these guidelines to do so. The privilege of selling in the market is not an entitlement. In utilizing his or her discretion to suspend, revoke, or otherwise terminate a seller's privilege to sell in the market, the Manager and KVLS may consider a seller's history of cooperation with the Market and the seller's good faith effort to obey the guidelines and rules of the market. Likewise, any effort to manipulate or to violate the spirit of the guidelines and rules may be considered. The ultimate discretion for eligibility determinations belongs to the Manager and KVLS, and determinations are final once they are rendered. Vendors are not to purchase products and resell from Wholesale Houses, Truckers Shed, Market Shoppes, Nurseries, or other unapproved outside sources for resale.

**MARKET OPERATIONAL GUIDELINES:**

- 1) Before selling, you must complete the Vendor Application in full and submit to the Kissimmee Valley Livestock Show and Fair office at least 10 days before a posted sale date. You will not be allowed to just show up and be assigned a space without prior approval.
- 2) There may be a waiting list for space during peak seasons. New vendors interested in space must complete a New Vendor Application in order to be added to the waiting list. When there is available space you will be contacted according to your status on the waiting list.
- 3) Once approved, all vehicles with product are to use the rear barn entrance, report to the office or check in with a KVLS staff member before being allowed to set up. Individual spaces will be 10 feet by 10 feet. Fees must be paid daily and set at \$30 per space. All fees must be paid in full ten days prior to a marketplace date and are non-refundable. The rear gate opens at 8AM for setup and closes at 4 PM each Saturday or other dates as may be amended. Vendors and their immediate family will be limited to four spaces inside of the building. Rent is to be paid all days that space is occupied. Vendors are expected to be in their rented space, at least from the hours of 9 AM – 2 PM each day. Please use CLOSED signs and adequately rope your space off when you are not open for business or if you are on break. If vacating the space, everything (vehicles, trailers, tables, containers, waste, etc.) must be removed from the market. Market users are to remove vehicles, products or property as directed by Management.
- 4) Plants are not allowed to be sold in produce areas unless approved by management. Commercially manufactured items are prohibited in the KVLS Marketplace. To sell value added products such as canned items or baked goods you must produce the raw product that the value-added product comes from, ex: strawberry jelly or jam- Strawberries, Pickles - cucumbers, Relishes – peppers, tomatoes, etc. You must also have the proper certification to produce these products and must label products according to any city, county, or state guidelines. Example: acidified food license, kitchen inspection, etc. Growers wishing to sell craft or baked good items must meet with Market Management prior to offering them for sale. Perishable products will have priority over non-perishable product as far as space allocation. Anyone selling honey or other processed items must have product details on the label.
- 5) Sellers that plan to use the words “Organically Grown” or “Pesticide Free” must meet with Market Management to Discuss their intentions prior to using them on signs in their spaces. Documentation must be provided to market management before signs can be displayed.

- 6) No live animals or birds may be sold. No cooking is allowed in the Farmers Area. In order to sell meat and seafood on the market you must follow guidelines or required licensing as required by the FDA, local, county, or state agencies overseeing such sales.
- 7) Complaints: It is the responsibility of the market seller to satisfy customer complaints. Upon receipt of numerous customer complaints about the same market seller, this seller may be denied privilege to use the market. If anyone has a complaint about another grower, be specific. Write down information and give to the Manager.
- 8) All sellers who sell under a retail name must display their name, (or farm name) and location of your farm. All other signs must be approved by the market office. Use of price cards is encouraged.
- 9) Sellers are responsible for accidents, injuries, damage or loss to property that occurs at the marker or within their rented space or involving their displays or Equipment (trailers, tables, signs, umbrellas, etc.) and waives any claim against KVLS or its employees or agents. It is recommended that all growers purchase a liability insurance policy. Please help the market maintain and keep restrooms clean and let market staff know when there is a problem.
- 10) Certified growers must sell only their own products (only the grower and his or her spouse or their children living with them, may sell). Out of state growers are not allowed to designate other growers or employees to sell their products and may not sell to other growers within the Farmers Area.

#### **ELECTRICITY:**

All electrical appliances such as refrigerators, coolers, freezers, etc. must be approved by market management with the exception of scales and cash registers. **If electricity is required, a fee of \$5.00 per day will be assessed. You will be responsible for your own extension cords and KVLS and the KVLS Marketplace is not responsible for any interruptions in service or damage to your equipment in case of surges or power fluctuations.** No cooking is allowed in the Farmers Area. Limitations on size, appearance, etc. must be approved by management also. Anyone wishing to use an electrical appliance must request an application and it must be approved before appliance is used.

#### **TRASH:**

Each vendor is responsible for the disposal of their waste. We will provide an area for the disposal of your product at our building. In no case can plant material, produce, food waste, or grease/oil be disposed in any container on the KVLS or Osceola Heritage Park site and the dumpster is for general trash only.

#### **INDEMNITY:**

Vendor/Exhibitor/Seller covenants and agrees to fully exonerate, indemnify, defend and hold harmless KVLS, its board of directors, members, directors, officers and all management staff, agents and employees each severally and separately from any and all claims, suits, losses, damages, judgements, fines, penalties, liabilities, and expenses including reasonable attorney's fees and costs, in all administrative proceedings and at the trial and appellate level for any injury or death to persons (whether they be third persons or employees of KVLS or Vendor/Exhibitor/Seller) and for any loss, through theft, fire or otherwise, or of damage to property, whether it be that of KVLS or Vendor/Exhibitor/Seller or some third party, caused by or arising out of Vendor/Exhibitor/Seller use of the KVLS facilities and parking areas, as well as from the products sold at the market, including without limitation, its use by Vendor/Exhibitor/Seller, sub-Vendor/Exhibitor/Seller; exercise of any rights under the operation on KVLS facilities and parking areas; or any other third party, or any act or assumed by Vendor/Exhibitor/Seller. . This provision shall expressly survive termination of this agreement.

#### **SUBLICENSE/SUBLEASE:**

No Seller shall be permitted to sublet or sublicense the whole or any part of the space licensed or, to display or sell anything not specified in the Agreement. This Agreement is between KVLS and Seller. Seller may not assign this Agreement, or any interest in the Agreement, without KVLS prior written consent, which consent shall be within its sole discretion and may be arbitrarily withheld.

#### **LAWS:**

Seller hereby specifically agrees to comply with all applicable, Federal, State and local laws, ordinances, rules, regulations, statutes and policies including these Rules and Regulations promulgated by the Seller, as amended from time to time.

**MISCELANEOUS:**

The venue of any legal proceeding brought in connection with this Agreement or any aspect of the relationship between the parties shall be in Osceola County, Florida. This Agreement shall be considered to have been made and executed in Osceola County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other. Time is of the essence of all the provisions and terms of this Agreement. It is the intention of the parties to hereby create the relationship of Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or to render either party hereto liable for any obligation of the other. Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil Procedures 1.700- 1.730 (and FRCP 1.750, excluding subsection (b)) together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to KVLS entering into this Agreement. All terms and conditions of this Agreement shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement. This Agreement constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.

**If Market Staff finds that any of these rules are not being followed, the penalties will be:**

1st Offense - Written Warning

2nd Offense - Banned from all use of the Market for 30 days.

3rd Offense - Banned from all use of the Market for the current year.

Signed and Accepted:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date