

**THE FARMERS MARKET**  
**THE CITY OF WEST MONROE**

APPLICATION FOR MEMBERSHIP 201\_\_  
JANUARY 1 THRU DECEMBER 31

APPLICANT NAME \_\_\_\_\_ PHONE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ CELL PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY/ZIP \_\_\_\_\_

PERSONAL REFERENCE \_\_\_\_\_

MARKET WORKER NAMES \_\_\_\_\_ , \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

EXPECTED START UP DATE \_\_\_\_\_ EXPECTED END DATE \_\_\_\_\_

From the conception and construction of the Farmers' Market, around 1986, The City of West Monroe has held its commitment to the farming community of Northeast Louisiana. The original intent was to offer a clean and convenient structure where locally grown, top quality produce could be sold to the general public.

This agreement provides for the use of a designated rental area(s) during the above dates. In consideration of the terms, conditions, and provisions below the City of West Monroe, Louisiana d/b/a, West Monroe Farmers' Market ("Market") and Renter/Vendor agree and contract as follows:

Renter/Vendor Responsibilities:

Applications for membership must be completed and submitted to the Market manager. The signing of this document indicates that the applicant has read and agreed to all terms. Acceptance to the Market includes the right to rent tables for the purpose of vending products at the Market. Should an application be rejected, other parties associated with that business, farm, or vendor may not reapply.

1. **Rental Fees.** Market Manager reserves the right to set the number of tables any vendor can rent.
  - a. Space locations within the Market will be assigned by the Market manager. Locations are final and changes must be made in writing to the Market manager for consideration. Market manager reserves the right to make changes in table and/or vendor locations throughout the year.
  - b. Distribution of tables and space is at the sole discretion of the market manager. No vendor rent more than a maximum for five (5) tables. Special note: At the peak of watermelon season, and for a maximum of three weeks, exceptions will be considered for adjacent tables.
  - c. Market manager will establish table rental fee and reserves the right to change such fee during the contract. Table rent will start on Vendor's first day of operation. Rent will be collected each Monday for the prior week (see attached cost schedule).
  
2. **Produce.**
  - a. All tables must be well stocked and manned. Market manager has sole discretion to ban any and all produce that he deems unfit for sale. Rotten/Rotting produce will be disposed of at the sole expense of the Vendor.
  - b. The market's purpose is to support local and state agriculture production and to encourage the sale of state and locally grown produce. During high production months, (June-August), only produce grown in Louisiana can be sold at the Market.

- c. At no time will any out of state produce compete with Louisiana grown produce, regardless of supply. Out of state produce will not be allowed in the market as long as local or state grown produce is in season.
  - d. Any false or misleading statements, advertising, or claims regarding the origin, type, variety, or quality of produce being marketed at the Market shall be considered a violation of Market rules and may result in eviction from the market. Questions arising over origin of produce may be subject to verification of site by site visits to production locations, inspection of invoices for purchases, and/or direct contact with producer suppliers.
  - e. Only peas and butterbeans shelled at the Market can be sold at the Market. Only pecans that have been cracked and shelled at the Market can be sold at the Market.
3. **Vendors.** Only vendors with signed contracts on file may sell at the Market.
    - a. The Vendor under contract shall remain solely responsible all persons selling at his/her assigned space.
    - b. Vendors are expected to professionally at all times.
    - c. Minors working at the Market are subject to labor regulations applicable to their age. Vendor should not bring children to the Market on a regular basis. Any minor brought to the Market is the sole responsibility of the Vendor and must behave in an appropriate and controlled manner.
    - d. Vendor is expected to work cooperatively with customers, other vendors, and Market manager. Any vendor and/or their employee(s) making verbal or physical threats against another at the Market will be permanently banned from the Market. Sexual harassment will not be tolerated. Vendor will receive a separate form devoted to sexual harassment in the workplace.
    - e. Vendors and their workers are expected to dress neatly and appropriately.
    - f. Intense solicitation efforts, wandering around the market to drum up sales, and discouraging the purchase of products from other vendors is prohibited.
    - g. Vehicles must stay on paved surfaces and may be parked close to the entrances for loading and unloading purposes only.
    - h. Selling off of trucks is prohibited.
    - i. No produce is to be stacked on the floor or ground for longer than one (1) hour, unless it is at least six (6) inches off the floor or ground and has prior approval of the Market manager.
  4. **Coolers.** The Market makes coolers available to Vendors for a nominal fee.
    - a. The Market will not be held liable for any produce deemed spoiled and/or unsellable due to any type failure with the coolers.
  5. **Maintenance.** Vendors are expected to maintain their space in a clean and orderly fashion.
    - a. Vendor's area must be swept and mopped daily.
    - b. All products, displays, sales material, and other items must be contained within the area allotted.
    - c. Aisles may never be blocked in any way for any reason.
    - d. Empty produce boxes must be removed from the Market in a timely manner. Accumulation of boxes on top of/or below Vendor's table is not allowed.
    - e. Placement of combustible material (i.e. hay, corn stocks) must meet code regulations and be approved by Market manager prior to placement.
  6. **Damages.** Vendor will be held responsible for any damages of their table due to loading.
  7. **Media.** Radios, televisions, and/or other audio/visual devices are permitted at the Market. Market reserves the right to control the volume of such devices.
  8. **Banned Substances.** Beverages containing alcohol, tobacco (including smokeless), and illegal substances are not permitted on the premises. Violators will be subject to state and federal laws and evicted from the Market.
  9. **Decorations/Advertising.** No decorations/advertising shall be placed in or on the building, walls, or corridors, nor shall any decorating/advertising signs be supported by nails, tacks, screws, or pressure sensitive tape on walls or woodwork without prior written approval of the Market. All decorations/advertising shall be of non-tanunabile material and shall conform to the regulations of the West Monroe Fire Department and all applicable ordinances of the City of West Monroe and the State of Louisiana.
  10. **Access.** Employees of Market, and its agents and contractors, shall have free and unlimited access to all areas at all times
  11. **Permits.** Vendor shall be solely responsible for any licenses or permits by Federal, or State Department of Agriculture or other governing authorities that pertain to business operation. Such licenses and or permits must be recorded in the Vendor's name and not a family member, employee or other business associate.
  12. **Taxes.** Vendor shall be solely responsible for the reporting, and filing of federal, state and local taxes for payment of taxes owed.

The City of West Monroe d/b/a The West Monroe Farmers' Market promotes a safe, family oriented, and hassle free work environment.

I have read the above and agree with all terms, conditions and provisions. I have received, read, and agree to abide by the City of West Monroe's Sexual Harassment policy.

APPLICANT NAME \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

MARKET MANAGER