

# LINCOLN CITY FARMERS & CRAFTERS MARKET

## 2023 APPLICATION

Application deadline: April 1st, 2023

Vendor Name:

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Are you a new or returning vendor? Circle one:     **New**   **Returning**

Address:

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City, State, and ZIP code:

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Phone number where you can be reached:

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Email:

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Website and/or Social Media:

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What contact information should be made available to the public?:

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Please list ALL products you plan to sell at the market in the space below (use backside if there's not enough space). New items must be reviewed and approved by the Product Review Committee. **Vendors planning on adding additional products that are not listed on your initial application must fill out and turn in the NEW PRODUCT ADDITION FORM.**

Completed applications **MUST** include copies of the following, if applicable:

- **Completed and signed Application**
- **Signed and dated signature page of the Vendor Agreement and Market Rules**
- **Check in the amount of \$100.00**
- **Proof of applicable licenses and insurance**

# VENDOR AGREEMENT - PLEASE INITIAL AND SIGN

## ALL ARE WELCOME AT LCFCM

(        ) By signing this application, the vendor has read and understands the requirements of the 2023 Lincoln City Farmers and Crafters Market and the Market Rules and will abide by them.

(        ) Vendor agrees to exercise the utmost care in the use of facilities and properties of the Lincoln City Farmers and Crafters Market, Salishan, and any adjoining public or private properties.

(        ) Vendor agrees to indemnify and hold harmless the Lincoln City Farmers and Crafters Market, its officers, directors, employees and agents for all claims, actions, judgments, losses, costs, attorney fees and damages whatsoever. "Claims" are hereby stated to include those arising by reasons of accident, injury, or death caused to persons of property of any kind, arising out of in connection with or incident to the market, except those caused by the sole negligence of the market.

(        ) The Lincoln City Farmers and Crafters Market is a non-political and non-religious organization. The display of any paraphernalia that may be construed or interpreted as political in nature is strictly prohibited. Paraphernalia will include but is not limited to signs, stickers, buttons and printed material. Please limit signage in your booth to business, payment and product information.

Vendor's Name (printed):

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Vendor's Signature:

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Date:

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By signing this application, the vendor applicant agrees to abide by **ALL RULES, GUIDELINES AND PROCEDURES** of the Lincoln City Farmers and Crafters Market.

Mail to: **Lincoln City Farmers and Crafters Market**  
**P.O. Box 608**  
**Lincoln City, OR 97367**

# MARKET RULES

Lincoln City Farmers and Crafters Market

P.O. Box 608

Lincoln City, OR 97367

[info@lincolncityfarmersmarket.org](mailto:info@lincolncityfarmersmarket.org)

1. LCFCM will open at 9 AM and close at 3 PM every Sunday during market season. Vendors running late on market day are responsible for calling the Market Manager to notify the Manager **prior to 8 AM**. No arrivals prior to 7 AM please.
2. Vendors are to arrive **no later than 8 AM** and be set up by 9 AM. Vendors arriving after 8 AM without having called/texted the Market Manager are subject to forfeiture of their booth space and booth fee for that day.
3. **Vendors MUST check in at the Manager's booth to receive their booth assignment BEFORE setting up.** Every effort will be made to place vendors in the same space each week. Due to changing vendor attendance there is no guarantee of same space placement. Please be patient.
4. Booth fees are paid one week in advance to the Market Manager prior to 2 PM.
5. **VENDORS ARE TO UNLOAD AND MOVE THEIR VEHICLE TO THE VENDOR PARKING AREA PRIOR TO SETTING UP THEIR BOOTH.**
6. **NO EARLY BREAKDOWNS** - Market closure due to inclement weather will be determined by the Market Manager and a consensus of present board members. The health and safety of vendors and customers is first priority. In the event of a merchandise sell out, the vendor may not break down their booth. Vendor departures due to personal emergency must be approved by Market Manager. Appropriate arrangements must be made for the vendor booth and merchandise.
7. Vendors breaking down prior to 3 PM will not vend the following week and forfeit their booth fee.
8. **YOU MUST BREAK DOWN AND PACK UP BEFORE MOVING VEHICLE FOR LOADING.**
9. Vendors are responsible for staffing their booth at all times - please make plans for an attendant should you step away. Anyone working in a vendor's booth must be 18 years of age with the exception of family members. **Minor children of vendors shall not be left unattended in the vendor's booth or in the public space of the market.**
10. All vendors must be paid members-in-good-standing of the Lincoln City Farmers and Crafters Market. **The annual membership fee of \$50 plus an application fee of \$15**

**and first booth fee of \$35 (combined \$100.00) in total must be received by April 1st with your complete application to be considered a returning vendor.** Applications without associated fees will not be reviewed.

11. Booth fee for each market is \$35 paid a week in advance. Booth spaces are approximately 10'x10'. Canopies for vendor spaces shall be a maximum of 10'x10'. Two spaces will be billed at \$70.
12. All merchandise and personal property of the vendor must be contained within the 10'x10'x space. **35 pound weights are required for each corner.** Standing or seating of any type is not permitted in front of booth nor is any merchandise or personal belongings. **No hawking.** A walkway of ten feet will be kept between rows of vendor booths to comply with fire code.
13. Vendors must have their vehicles out of the market area by 8:30 AM. Vehicles cannot be in the market area for loading prior to 3 PM or while customers and pedestrians are present.
14. **NO RESELLING WILL BE PERMITTED.** 90% of all produce and merchandise sold at the market must be grown/made by the seller. All products sold at LCFCM must be juried in with the exception of agricultural products grown expressly for consumption. Existing vendors displaying products of questionable origin will be asked to remove them by the Market Manager pending verification of authenticity by the Product Review Committee. Vendor merchandise may be subject to review at any time. All new products (those not listed on the vendor application) must be reviewed by the Product Review Committee prior to selling said items. Vendor will be asked to remove any items not approved for sale at LCFCM.
15. Vendors of baked goods, processed foods, hot foods or "value added" food items must have a valid license for processing such goods as issued by the Oregon Department of Agriculture or the Lincoln County Health Department as applicable. Said vendors will provide proof of liability insurance and a copy of licenses for processing of such goods.
16. Prepared food vendors will be approved by a consensus of the market manager and the LCFCM board based on current demand. Priority will be given to prepared food vendors based in Lincoln County. Current market conditions and customer demand will ultimately decide the number of prepared food vendors and the variety therein. All prepared food vendors must comply with the rules of Lincoln County Health Department.
17. Vendors of live nursery stock with annual sales exceeding \$200.00 must have a nursery license issued by the Oregon Department of Agriculture. Growers will provide a copy of license with their market application.
18. Any vendor selling food or agriculture products with an "organic" claim should be prepared to provide proof of such claim through a certificate from an appropriate body.

19. Vendors will leave their area clean and free of ANY debris at the end of each market. Vendors shall pack out their own garbage. We must leave Salishan the way we found it.
20. All vendors must comply with state and federal marketing regulations.
21. Vendors must comply with current market parking rules and be aware of fire lanes and no parking zones on Salishan property.
22. Be considerate of your fellow vendors, customers and Market Manager. Negative comments voiced to customers and vendors as well as disrespectful or unprofessional attitudes and behavior will not be tolerated. Vendors acting in a manner that endangers the health and safety of others will be asked to leave and have their membership revoked.
23. **NO CONSUMPTION OF ALCOHOL OR DRUGS IS PERMITTED BY VENDORS ON MARKET GROUNDS (SALISHAN) AT ANY TIME. The Lincoln City Farmers and Crafters Market will not condone inappropriate or illegal activity on the market grounds. Vendors in violation of this rule will be asked to leave the market immediately with membership revoked.**
24. No smoking in the Market area. Market Manager will show you smoking areas if needed.
25. LCFCM advocates a “free market economy” and as such will not be involved in the pricing or suggested pricing of vendors’ products.
26. Lincoln City Farmers and Crafters Market has the right to accept or reject any application.

Unless otherwise stated, market rules will be enforced with the following consequences:

**1st offense: verbal notice**

**2nd offense: written notice**

**3rd offense: removal from market with membership revoked**

In the event of membership revocation from LCFCM, all vendors have the right to appeal the decision of the Market Manager. Vendor shall initiate the appeals process by sending a letter of intent to the LCFCM Board President. Vendor will be contacted to make an appeal in person before the board of LCFCM which will determine the membership status of the vendor.

**To the fullest extent, permitted by law, you (the vendor) shall indemnify, defend, and hold harmless the Lincoln City Farmers and Crafters Market, their respective employees, directors, officers, agents, volunteers and other persons acting on their behalf, from and against any and all claims, actions, suits, causes of actions, or demands which arise or**

are in any way connected with the acts or omissions of you, your employees, directors, officials, agents, volunteers or persons acting on your behalf.

The undersigned vendor agrees to exercise the utmost care in the use of the assigned space at the Salishan property. Should a vendor, at any time, occupy the premises in a manner which is hazardous or offensive to the public or that is contrary to the rules, Articles of Incorporation, or Bylaws of the Lincoln City Farmers and Crafters Market Association, the vendor will vacate the premises upon request of the Market Manager.

Vendor Name and Business Name (printed):

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Vendor Signature:

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Date:

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