

Elgin Farmers Market

These guidelines have been adapted for the 2021 season due to COVID-19 precautions and will be adjusted as deemed appropriate by the Market Manager and any potential updates provided by Health Departments.

Location of the Market:

The Elgin Farmers Market takes place in Downtown Elgin on Spring Street (between Chicago Street and Fulton Street)

Hours of Market Operation:

Every Friday from 3:00pm to 7:00pm, during the Market Season

The 2021 Elgin Farmers Market Season will run for a total of twenty (20) weeks, beginning on Friday June 5th until Mid-October.

Vendor Selection Guidelines and Goods Offered for Sale

Vendors are selected through the Downtown Neighborhood Association of Elgin's Leadership.

Priority will be given to:

- Local farmers/growers/producers whose product is grown and harvested on land they own/lease, and/or operate on.
- Any vendors with potential for growth into Downtown Elgin storefronts.
- Priority will be given to returning applicants, full season applicants, and then based on new product offerings. Duplicate products will be accepted as space allows.
- Franchises and third-party sellers including direct/party sales consultants and distributors **will not be considered**. Vendors selling services will also not be considered.

Eligible Participants:

Farmers/Food Vendors/Artisans

Vending opportunities are open for growers and producers offering items for human consumption and novelty purchases. This includes (and is not limited to): fruits, vegetables, grains, nuts, berries, apiary products, maple syrups, preserves, baked goods, meat, fish, and locally made artisan goods.

Obvious out-of-season products will be excluded from the market.

(A) Plants may be grown from plugs to a saleable size; however, plants may not be purchased at finished size and offered for sale. This also applies to nursery stock and trees.

(B) Meat Vendors must have an Illinois permit to sell meat at the market. Animals not raised from birth must have been raised for 50% of its life span on the farm (or leased) land of the vendor.

(C) Eggs vendors must comply with State regulations for egg production and selling including packaging, labeling requirements, and licensing. Eggs must be held at 40 degrees Fahrenheit after harvesting, during transportation, and while at market.

D) Baked Goods. Bakers must bake in either a licensed kitchen or have their certified food handlers license. Vendors may not purchase ready-made or frozen baked goods with the intent to resell them.

E) Local, handmade artisan products that complement the market

A more detailed list of **Elgin's Farmers Market Requirements** from the City of Elgin can be viewed [here](#).

Community Partners

The **Elgin Farmers Market** offers booth spaces to any non-profit, community, or school organization, who wishes to promote their organization upon approval of the DNA Leadership.

These Community Partners will be stationed at each entry way. Responsibilities that accompany this opportunity include welcoming and monitoring guests, making sure all guests have masks, offering hand sanitizer to all who enter the market, and tracking attendance with counters. Promotion of the Community Partner's organization will be administered at these entryways.

Inspections and Additions

The DNA Leadership reserves the right to make a farm visit should questions arise concerning the producer's items.

Any vendor looking to bring additional items to sell during the Market Season that were not previously listed within their initial application must obtain approval from Farmers Market Committee before expanding their vending offerings – as to avoid duplicate products.

Food Permits

All vendors selling food products must submit all applicable permits and licenses required by the health department, city, and state for legal sale of goods offered by the vendor at the market. Any other necessary food permits may be obtained by contacting the City of Elgin Health Division.

The Health Division will schedule an inspection of your food booth and accept payment for your permit upon approval of your application. Food vendors with a valid 2021 Kane County permit must also pass inspection but will not be charged an additional fee for the City of Elgin permit.

Samples

Samples will be subject to the local municipality and Farmer's Market Association Guidelines for the 2021 season.

Requirements for Prepared Food Vendors

Per the **City of Elgin**, anyone who wishes to sell or prepare food that requires refrigeration for the public must obtain a food handling permit from the **City of Elgin Health Department**.

A seasonal food handling permit is required of anyone who wishes to sell food that requires preparation or refrigeration for more than two weeks and less than six months at a temporary location (such as a Farmers Market).

More information regarding food handling permits can be found online [here](#).

Booth Requirements and Fees

Each vendor is responsible for their own (10x10) tent, tent weights (no less than 20lbs each), necessary equipment and supplies to conduct business at their booth. If a vendor does not comply with the necessary requirements, they will not be allowed to vend that day.

- Booth space will be the equivalent of 1.5 parking space or one (1) 10x10 tent size space.
- Approved vendors may have their vehicle parked behind their booth spaces with permission of the **Market Manager**.
- Vendors will be charged for multiple spaces if vendor space needs exceed 10x10
- Subletting any stall space is prohibited.
- Four (4) tent weights with a minimum of 20lbs **per leg**, regardless of weather.
- Payment is due prior to each market date. **Payments will not be accepted the day of the market. Vendors who do not submit payment prior to Market day will not be allowed to set up their booth.**

The Elgin Farmers Market/DNA is not responsible for damage to tents, products, supplies or injuries as a result of damage out of human control, such as extreme weather. The Elgin Farmers Market takes every precaution to monitor weather conditions.

Booth Assignments based on the following criteria:

- Available space
- Electrical needs
- Complementary products placed near each other

The **Market Manager** will make every attempt to keep booth assignments consistent throughout the season. Market space assignments may be adjusted weekly as needed. **There is no guarantee of a specific location from week to week. Vendors will be assigned locations upon arrival unless previously discussed with the Market Manager.**

In order to adhere to proper social distancing guidelines, vendors will be spaced out an additional six feet between booth spaces.

Vendors that require their vehicles on site during the market must notify the **Market Manager** in their application, and priority will be given to vendors with an extensive set up.

Attendance Fees

Vendors interested in vending at the **Elgin Farmers Market** will submit their application via ManageMyMarket.com and approved through DNA Leadership. Accepted vendors will be notified by the **Market Manager**.

All vendors are subject to an application fee that helps to offset the costs of hosting the **Elgin Farmers Market**. All application materials (including fees, proof of insurance, supporting materials) must be submitted prior participating in the **Elgin Farmers Market**. Any applications that are incomplete will not be allowed to participate in the market.

*Please note: applications of vendors with outstanding balances owed to the **Downtown**

Neighborhood Association of Elgin will not be considered until payment is received in full.

Full Season Payment (Single/Double Booth): Full payment is due before arrival to the **Elgin Farmers Market** and preferred a week prior to the Market start date. Payment can be made directly to the Downtown Neighborhood Association via PayPal (preferred) or via check. Excessive cancellations of scheduled dates and/or non-payment may result in removal from the Market.

Single Day Vendors (Single/Double Booth): Due at least two (2) weeks prior to scheduled Market date. Payment can be made directly to the Downtown Neighborhood Association via check or an electronic invoice will be sent. Excessive cancellations of scheduled dates and/or non-payment may result in removal from the Market.

2021 FEE STRUCTURE

Vendor Type	Full Season (Single Booth Space)	Full Season (Double Booth Space)	Single Day (Single Booth Space)	Single Day (Double Booth Space)
Farmer/Producer/Prepared Food	\$450	\$675	\$50	\$70
Non-Food (Arts, Crafts)	\$450	\$675	\$50	\$70

Electricity

Will be provided at no cost to the vendors, vendors are designated spots based on their electric needs. Vendors must provide their own 12-gauge heavy duty outdoor extension cords. Please keep power consumption to 15 amps or lower.

Food Trucks

Food Trucks/Prepared Food vendors intended for onsite consumption will not be considered for the 2021 season until Reopening Illinois Phase 5 has been reached and maintained.

Booth Set Up

- Vendors may arrive and start setting up at 1:30 pm.
- All vendors must be ready to begin sales no later than 3:00 pm.
- All participants must be open for business for the duration of the Market (3pm-7pm).
- Upon entry to the Market area, drive the vehicle to your designated space. Pull into or parallel park at your stall space as close to the curb as possible. There must be room between the vendor across the street from one another to have potential emergency vehicles pass through the area.
- Please remove your vehicle before setting up your booth. Vendors found in repeated violation

of this rule will be asked to leave the Market, no refund will be issued, and vendor will not be invited back to future Markets.

- Any vendors arriving after 3:00pm will not be allowed to pull into the Market Zone with their vehicle to ensure public safety. If this occurs, please involve the **Market Manager**.

Booth Tear Down

- Tear Down begins at 7:00 pm.
- Vendors are to completely take down, pack up, and clean up their booth area.
- Once all items are packed and ready to be loaded, you may then and only then, retrieve your vehicle.
- Vehicles will only be allowed in the Farmers Market for pack up, once their stall is completely taken down and the public has exited the Farmers Market Zone.

Certificate of Liability Insurance

All vendors must carry (\$500,000 single occurrence - \$1,000,000 aggregate) in liability insurance, **with the Downtown Neighborhood Association of Elgin as the additional insured**. Insurance Certificate must be uploaded to the vendor's profile on ManageMyMarket.com, along with their completed application.

Notification of Absence:

The Market operates in all weather conditions. In the event of severe weather conditions and unforeseen circumstances, the **Market Manager** holds the right to cancel/close the Market to ensure the safety of all vendors and shoppers alike, i.e., tornado warnings, severe lighting, sub-zero temperatures, and unforeseen external threats. Refunds will not be given for dates cancelled due to weather/threat precautions. Vendors will be notified of cancellations via email no later than 11am on the day of the Market by the **Market Manager**. Early closures will be advised to vendors if needed.

All Market dates committed to by vendors must be fulfilled. Failure to attend the Market more than three (3) times without prior approval of the **Market Manager** will result in forfeiture of participation and any fees paid. It is the DNA's effort to have a consistent and fully filled Market. Gaps in the Market make for choppy shopping flow and negatively impact your fellow vendors.

Vendors with full season elections will not be issued a refund if a date is missed. Refunds will only be given to those who have selected to participate in the market on a singular date basis with the **Market Manager's** discretion.

Single Day Vendors will be given the opportunity to either reschedule or be issued a refund with two weeks' notice via the Market Manager.

Vendors who "no call, no show" for any market date, will forfeit their right to a refund and possible inclusion in the future. If an absence is required, notification must be sent to the **Market Manager** before 10pm on the Thursday before the Market.

Any vendor arriving late to the Market will be given a warning and will not be allowed to enter the zone with their vehicle. If a late arrival occurs, first notify the **Market Manager** and follow directions given. Vendors that arrive late to the Market more than three (3) times will no longer

be allowed to participate in the **Elgin Farmers Market** and will not be given a refund.

Exclusivity and Redundancy Policy

The **Elgin Farmers Market** does not offer or guarantee any exclusivity to any vendor, for any product, at any time. In our efforts to provide a wide range of product offerings, the DNA attempts to limit the number of vendors with redundant products. We do allow for duplicate products as space allows and to meet product demand.

Denial of Vendor Application

Submission of an application to the **Elgin Farmers Market** will be reviewed by the Farmers Leadership of the DNA. Denial of an application may be due to the following:

- 1) A vendor's product does not reflect the goals of the **Elgin Farmers Market**
- 2) A vendor is a franchisee, distributes third-party products (including direct/party sales consultants and distributors), and most services
- 3) A vendor has an outstanding balance owed to the Downtown Neighborhood Association of Elgin

Marketing

The **Elgin Farmers Market** utilizes social media (Facebook) to advertise and market vendor products and businesses. It is the responsibility of each vendor to provide the **Market Manager** with any specials, notices, etc. they wish to promote. We encourage all vendors that have a business Facebook page to follow and "like" the **Elgin Farmers Market** Facebook page to help increase traffic to the Market and promote your business. Individual date vendors who do not submit payment prior to market day will not be promoted via the **Elgin Farmers Market** Social Media until payment has been secured.

Courtesy and Conduct

Vendors and their staff are expected to conduct themselves in a respectful and courteous manner with patrons, market staff, and other vendors.

If an issue should arise between vendors, they should contact the **Market Manager** with any concerns.

In the interest of fair trade, producers disparaging other vendor's goods or the **Elgin Farmers Market**, risk disciplinary actions, at the discretion of the DNA Leadership. Concerns about other producer's products should be kept confidential and directed to the **Market Manager**.

COMPLIANCE POLICY

All vendors are expected to comply with the **Market Rules and Guidelines**. If vendors do not comply, DNA Leadership reserves the right to cancel the vendor's participation in the Market for the remainder of the season, or permanently.

Revised April 5th, 2021



VENDOR AGREEMENT

I, Name _____, of Business Name _____
agree that I have read the updated rules and regulations of the Downtown Elgin Farmers Market, and agree to be bound by these rules.

I acknowledge full responsibility for all activities and conduct. I also affirm that I carry the required insurance policy that will protect against liability and that I must submit a copy thereof as well as carry proof of said insurance when attending the **Elgin Farmers Market**. I understand that all applications are accepted or denied via consideration by DNA Leadership.

I understand that I will not be permitted to sell any products until I produce evidence of proper insurance coverage to the Downtown Neighborhood Association. I understand that if I would all items to sold during the Market Season must be approved by DNA Leadership. If additional offerings are intended by vendors, prior approval must be gained from the **Market Manager**. I understand that the Elgin Farmers Market will promote my business and products across their social media pages on a rotating basis and that it is my responsibility to provide the **Market Manager** with any specials, notices, etc. I understand that I will not be promoted across **Elgin Farmers Market** social media until payment has been secured.

I understand and agree that any violation or falsification will result in the loss of opportunity to participate at the **Elgin Farmers Market**. I certify that the statements contained within the application and this affidavit, are true.

Signature

Name of Business

Date