

# 2008 Winfield Farmers' Market Operating Rules

## Prairie Trail Center, Winfield, Illinois

### PRODUCER DEFINITION

A grower or producer is any person offering for sale articles for human consumption such as fruits, vegetables, edible grains, nuts, berries, apiary products, maple sugars, syrups, eggs, or non-edible articles such as cut or potted flowers, at least 80% of which have been grown or prepared by the grower or producer. Sale of any type of meat, fish, poultry, refrigerated dairy products, baked goods, or any article prescribed by the Director of Public Health of DuPage County, shall be prohibited without the prior written approval of the Department of Health. Each vendor is responsible for securing the appropriate permits from the DuPage County Health Department.

### ENFORCEMENT OF MARKET RULES

Occupants of spaces at this Market must at all times conform to the Market rules. The Market Manager has full authority to enforce all rules. Occupants failing to comply therewith will have their spaces declared vacant at the discretion of the Market Manager, and no refunds will be given.

### TIMES AND HOURS OF OPERATION

The 2008 Winfield Farmers' Market is officially open for business each Wednesday, 7:00am - 1:00pm, June 4th to October 29th – a total of 22 selling dates.

Vehicles/tents must be in place no later than 6:50 a.m. Only pedestrian traffic will be allowed in the area after this time. Vendors failing to do so may have their space forfeited for the day. Vendors are requested to call the Market Manager *ASAP* at 630-408-3712 or 630-408-3712 if they are not going to show up.

Note: Vendors who sell on the North Side (see below) are allowed to set up a little later, since their vehicles are not parked adjacent to their selling spaces, and they unload outside the selling area.

### DIMENSIONS & RENTAL FEES OF PARKING/SELLING SPACES (See Diagram)

South Side: Parking/selling areas on the *south side* are determined and clearly divided by 24 nine-foot-wide parking spaces in the designated parking lot area of Prairie Trail Center. These areas are the width of two parking spaces (18 ft.), three spaces (27 ft.), or four spaces (36 ft.); overall length of each parking/selling area is 40 feet (distance of the two adjacent parking spaces, each 20 feet long). Rental fee for each 9x40-foot space is \$195.00 for the season.

Vendors with standard 10x10-foot tents (obviously wider than a 9-foot space) are given the equivalent of approximately 1.5 spaces; rental fee for this parking/selling space is \$350.00 for the season.

North Side: Selling spaces on the *north side* will be marked on the curb for the installation of 10x10-foot tents, with a couple feet of 'elbow room' space between. Vehicles are parked in nearby parking spaces. Rental fee for each space is \$290.00 for the season.

### DISPLAYING AND SELLING GOODS

Vendors must furnish their own product display stands and tables. Goods may also be sold directly from the trucks, space permitting. In case of rain, producers must furnish their own protection, as there is no shelter provided.

### MAINTENANCE OF SELLING SPACES

Each space must be properly dismantled and cleaned to its original pristine condition by the user of that assigned area at the end of each market day by 2:00 p.m.

### METHOD OF PAYMENT

Due to the fact that the 2007 Market was at capacity, a deposit of 50% must be received by May 2nd to reserve your space, payable to **Winfield Chamber of Commerce, P.O. Box 209, Winfield, IL 60190**. The balance must be paid in full when the season begins on June 4th, or your space will be forfeited.

# 2008 APPLICATION FORM / INDEMNIFICATION AGREEMENT

## WINFIELD FARMERS' MARKET DAY – Prairie Trail Center

**Wednesday**, 7:00 a.m. to 1:00 p.m., June 4th through October 29th, 2008 (22 selling dates).

### SEASONAL SPACE REQUIREMENTS/PAYMENTS (Please circle your space/payment plan.)

- (A) Two parking/selling spaces – 18 ft. x 40 ft. – at \$195 per space:  
Enclosed is my full payment of \$390.00 for the 2008 season, or 50% deposit of \$195.
- (B) Three parking/selling spaces – 27 ft. x 40 ft. – at \$195 per space:  
Enclosed is my full payment of \$585.00 for the 2008 season, or 50% deposit of \$295.
- (C) Four parking/selling spaces – 36 ft. x 40 ft. – at \$195 per space:  
Enclosed is my full payment of \$780.00 for the 2008 season, or 50% deposit of \$390.
- (D) 1.5 parking/selling spaces – Approximately 12 ft. x 40 ft. – at \$350 per space:  
Enclosed is my full payment of \$350.00 for the 2008 season, or 50% deposit of \$175.
- (E) One selling space (North Side) – Approximately 12 ft. x 10 ft. – at \$290 per space:  
Enclosed is my full payment of \$290.00 for the 2008 season, or 50% deposit of \$145.

Note: Weekly rates, where possible and when available, are \$30 per space.

Please make your check payable to **Winfield Chamber of Commerce**.  
Applications will not be accepted without 50% deposit by May 2nd, or full payment.  
Return this signed agreement with 50% deposit or full payment to:  
**Winfield Chamber of Commerce, P.O. Box 209, Winfield, IL 60190**

## AFFIDAVIT INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned, for himself and, if different, for the person or organization on behalf of whom this application is submitted, hereby covenants to indemnify Admiral Builders, the Village of Winfield, and/or the Winfield Chamber of Commerce and its officers, agents, employees and assigns, and to hold them harmless from any liability for personal injury or property damage arising in connection with any occurrence arising out of the use of the premises pursuant to this application, and any liability for any contractual or quasi-contractual obligations to third parties in connection with the activity, event, or use of occurrence. The undersigned covenants and agrees that it will protect, safe and keep Admiral Builders, the Village of Winfield, and/or the Winfield Chamber of Commerce forever harmless and indemnified against and from any and all costs, damage or expense arising out of or from any accident or other occurrence resulting from the undersigned's negligence in the Winfield Farmers' Market causing injury to any person or property during the Market season.

Signature of Applicant or Applicant's Legal Agent \_\_\_\_\_

Date: \_\_\_\_\_

Note: Please circle date you intend to start selling products at the 2008 Winfield Farmers' Market:

**Wednesday**...June 4    June 11    June 18    June 25    July 2    July 9