January 4, 2021

Dear Potential Vendor:

The Downtown Lee’s Summit Farmers Market is now accepting applications for the 2021 season, which begins April 3 and runs through November 20. Enclosed is the 2021 Farmers Market Vendor Application and the Rules of Operation.

All applications are due no later than February 26, 2021. New for 2021, vendors must submit their application along with a $50 administrative fee. If accepted, the remainder of the booth fee will be due by March 29. For example: Farm ABC is applying for the Saturday Market. They must submit a $50 administrative fee with their application. After they are accepted, they must submit the remaining $235 prior to March 29. The administrative fee is non-refundable. If a vendor is not accepted, the administrative fee will be returned in mid-March.

Applicants must fully read, agree to, and sign the rules of operation when submitting an application. All applications will be reviewed by a committee to determine approval. Even if you are a past vendor, if your administrative fee and application are not received by February 26, you are not guaranteed a space at this season’s Market. All documents and payments should be mailed to: DLSMS, 13 SE Third St, Lee’s Summit, MO 64063.

A mandatory market meeting for all vendors will be held after all applications have been reviewed and vendors have been placed. Vendors who are approved to participate in the Market will receive notification of this meeting.

Communications during the Market season are conducted through email. If you have an email address, please include it on the application.

Please note: The Downtown Lee’s Summit Farmers Market will follow all local, state, and federal health and safety guidelines. This will include, but is not limited to, mask mandates, social distancing measures, and all other guidelines to help reduce the spread of COVID-19.

Thank you for your interest in the Downtown Lee’s Summit Farmers Market.

Yours Truly

Ashley Nowell | Assistant Director
13 S.E. Third St. | Lee’s Summit, MO 64063
DowntownLS.org | 816.246.6598 | ashley@downtownls.org
DOWNTOWN LEE’S SUMMIT FARMERS MARKET
2021 Vendor Application
Complete and return to Downtown Lee’s Summit Main Street
13 SE Third Street, Lee’s Summit, MO 64063
DUE: Friday, February 26, 2021

NAME________________________________________ FARM/BUSINESS NAME______________________________
MAILING ADDRESS________________________________ CITY________________ State____ Zip________
HOME PHONE_________________________________ CELL PHONE________________

EMAIL (All market communications will be sent via email. Please include a working email that you check often.)
__________________________________________________________________________________________

MONTHS YOU WILL BE SELLING (Please check or circle the months you will be selling)
☐ April  ☐ June  ☐ August  ☐ October
☐ May  ☐ July  ☐ September  ☐ November

NAMES OF OTHERS (18 YRS OR OLDER) AUTHORIZED TO SELL PRODUCTS ON YOUR BEHALF:
__________________________________________________________________________________________
__________________________________________________________________________________________

PROVIDE A PERCENTAGE NEXT TO EACH CATEGORY INDICATING THE AMOUNT FROM EACH CATEGORY YOU
PLAN TO SELL THROUGHOUT THE SEASON:
Please remember the market’s 80/20 rule – 80% of accepted vendors will be farmers (produce, plants, flowers,
meat), 20% of accepted vendors will be value-added (bakers, crafts).
Vendors selling primarily produce, meat, plants, or honey, are not permitted to sell baked goods.

% Produce % Locally Produced or Sourced Food Products (canned goods, juices, food mixes, etc.)
% Plants % Baked Goods
% Cut Flowers % Other
% Meat % Locally Produced or Sourced Crafts

ALL PRODUCT(S)/PRODUCE BEING SOLD (Be as specific as possible. You may include an attachment)
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

IF SELLING PRODUCE, MEAT, CUT FLOWERS, OR HONEY, PLEASE COMPLETE THE BELOW SECTION:
Your business will primarily (50% or more) be:
☐ Growing or raising product on YOUR PROPERTY
☐ Purchasing product to resell at the market that is NOT grown by you

What percentage of your product is homegrown by you and/or your staff on YOUR PROPERTY? %
What is the address of where the products are grown or raised?
__________________________________________________________________________________________
What percentage of your products are you purchasing to resell? *(Product must be grown in MO or within 150 miles of Lee’s Summit.)* ________%

LIST ALL WHOLESAVERS AND/OR FARMS (NAME AND LOCATION) THAT YOU PURCHASE FROM, INCLUDING THE ITEMS PURCHASED *(Signage at your booth MUST include where all produce is grown. Include an attachment, if needed)*

<table>
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<tr>
<th>FARM NAME</th>
<th>ADDRESS</th>
<th>ITEMS PURCHASED FOR RESALE</th>
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FEES PER SPACE *(administrative fee of $50 due with application; remainder of fees due by March 29):*

**FULL SEASON**
- Saturdays for entire season: $285
- Wednesdays for entire season: $215

**DAILY RATES** *(daily-rate fee and application is due 1 week prior to requested date)*
- Wednesday Daily Rate: $40
  Preferred Dates: ______________________
- Saturday Daily Rate: $60
  Preferred Dates: ______________________
- Special Event Daily Rate: $75
  Please Mark Preferred Event Date:
  - Sat, May 8
  - Wed, July 21
  - Sat, Oct 2

I have enclosed my payment in the amount of $_______ along with a signed copy of the Rules of Operation.

*$50 Administrative Fee must be enclosed with the application. Remainder of fees will be due on or before March 29. Make checks payable to DLSMS or call to pay by credit card.*

**PLEASE CHECK IF APPLICABLE:**
- I am a vendor who participated in last year’s market.
- I would like to reserve the same space(s), if possible.
- I would like to change space(s). Specify: ____________________________
- I am a new vendor in the Downtown Lee’s Summit Farmers Market.

Do you offer a CSA?
- Yes
- No
AGREEMENT

I acknowledge that: (1) I desire to participate in the Farmers Market Program; (2) I will be assigned a place to park my vehicle(s) to display and sell my products; and (3) all produce, etc. being sold is grown in Missouri or within 150 miles of Lee’s Summit, Mo. In consideration of the foregoing, I agree that: (1) I have received and will abide by the Rules of Operation and Code of Conduct; (2) I will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by my activities or anyone assisting me; (3) the City of Lee’s Summit, Missouri, and Downtown Lee’s Summit Main Street Inc. will not be responsible for my personal injuries or property damage that is caused by me or anyone assisting me; and (4) further agree to pay any claims against the City of Lee’s Summit or Downtown Lee’s Summit Main Street Inc. for personal injuries that are the fault of myself or anyone assisting me (this includes the costs of any lawsuits, out-of-pocket expenses and attorneys fees); (5) all information listed is accurate.

Date  ______________________________  Signature  ________________________________________

Date  ______________________________  DLSMS Representative  ________________________________________

FOR OFFICE USE ONLY
SPACE #  
☐ CHECK #  
☐ CREDIT CARD  
DATE REC'D  


FARMERS MARKET RULES OF OPERATION
DOWNTOWN LEE’S SUMMIT MAIN STREET INC.

The Downtown Lee’s Summit Farmers Market (the “Market”) is operated by Downtown Lee’s Summit Main Street Inc., a Missouri 501c3 nonprofit corporation (“DLSMS”). DLSMS’s Executive Director is Donnie Rodgers. The Market Manager is Ashley Nowell, who also is the DLSMS Assistant Director.

These Rules of Operation apply to all aspects of the Market, and each Market participant will operate under these Rules. Any violation of these Rules of Operation may result in the immediate revocation of the vendor’s Market rights with a forfeiture of any paid fees.

1. Vendors.
   • Every Market vendor is subject to these Rules of Operations. A vendor is defined as the primary person signing the agreement and/or operating a Market stall.
   • Primary person on application must be involved in the production and/or sales of items. Anyone who is working or assisting in the business must abide by the Rules.
   • Each stall must have an adult 18 years of age or older at the booth at all times, unless prior arrangements have been made with DLSMS and proper insurance has been provided. Minors must be supervised by an adult at all times.

2. Location.
   • The Market is located at 113 S.E. Douglas St., in the public parking lot at the corner of Second and Douglas streets, Lee’s Summit, Missouri.
   • The mailing address for DLSMS is 13 SE Third Street, Lee’s Summit, MO 64063.
   • Downtown Lee’s Summit Main Street reserves the right to change the location of the market to ensure the safety of vendors and customers. Vendors will be notified prior to a change in location.

   • The 2021 Market dates are April 3 – Nov. 20. Times of operation are 8 am – 12 pm on Wednesdays and Saturdays. Vendors should be in place no later than 7:45 a.m. Attendance will be taken.
   • No one may drive into the parking lot after selling begins at 8 a.m. for the safety of our customers and vendors. Any vehicles moving about the lot after 8 am, must have an escort.
   • A vendor who is determined to be habitually late in arriving may be required to forfeit the remaining rights to the stall for the season, including all paid fees.
   • Under no circumstance are vendors allowed to drive over the curb of the parking lot in order to get in or out of their space.
   • Dates and times for the farmers market are subject to change by Downtown Lee’s Summit Main Street and the Market Manager. Vendors will be notified if there is a change.

4. Vendor Stalls
   • Vendor stalls are first assigned on an annual basis with any remaining stalls assigned by DLSMS staff and the Committee based upon product offered and product diversity.
   • A single stall shall consist of a single parking space. Dimensions are as listed on the map. To ensure safety, no signs, goods or displays may occupy any area outside of this space. A maximum of two annual stalls may be granted to a vendor at the sole discretion of DLSMS.
   • Vendors requesting daily stalls must submit their application and fee at least one week in advance. No refunds will be given.
   • If a vendor of an annual stall does not attend the market a minimum of twice a month from June through September, the vendor may be required to forfeit the remaining rights to the stall for the
season, including all paid fees, and the stall may be sold to another vendor. Exceptions may be made at the discretion of DLSMS and the Committee.

- No vendor shall share, resell, sublet or lend their stall. All vendors selling an item at the market must fill out an application and be approved through the market manager before attending the market. All stall assignments and items sold must approved through DLSMS.

5. **Vendor Fees.**

- Seasonal rates are $215 for Wednesdays and $285 for Saturdays per stall. The daily rate is $40 for Wednesdays, $60 for Saturdays, and $75 for special events.
- Starting in 2021, a $50 administrative fee is due at the time of submission. (*For example: Farm ABC is applying for the Saturday Market. They must submit a $50 administrative fee with their application. After they are accepted, they must submit the remaining $235 prior to March 29.*)
- If a vendor is accepted, the remainder of the booth fee will be due by March 29.
- If a vendor is not accepted, the administrative fee will be returned.
- For accepted vendors, the administrative and booth fees are non-refundable.
- If the local, state, or federal governments declare a national emergency, and the farmers market is unable to continue as planned, the DLSMS Board and Staff will make the decision if/when to refund market stall fees.

6. **Vendor Set Up, Item Display and Site Maintenance:**

- The Market does not provide any set-up equipment or supplies. Vendors must bring their own tents, tables and chairs. All tents must be adequately weighted down to ensure safety.
- Vendors are responsible for setting up, displaying and bagging their products in a saleable manner that is sanitary and attractive. Vendors are required to keep their stalls clean.
- Each vendor must display and sell products from within the confines of the assigned stall (a canopy no wider than 10 feet and a table are encouraged for each stall).
- A vendor is required to keep all vehicles, contents, products and byproducts in the boundaries of his/her assigned stall at all times, no matter how many empty stalls might be located throughout the Market.
- Nothing can encroach on aisle space, common areas, fire lanes or neighboring stalls. Any exception to this policy will be at the discretion of the market manager. A driving lane must be maintained within the Market area at all times for safety reasons.
- A vendor is to keep all spare stock, packing materials, cardboard boxes and bags in an orderly fashion at all times.
- A vendor must display all produce or other food-related products on safe, well-constructed, well-maintained and clean tables.
- Produce or other food-related items must be displayed or stored at least 6 inches above the ground or in a hard non-porous container, per the Jackson County Health Department.
- Each vendor’s vehicle will be kept clean and presentable. Vendors cannot sell out of their vehicle.
- Each vendor must display the name and location of his or her farm or business at their booth.

7. **Products Sold.**

- The Market will be open to persons who desire to sell products of quality and value that preferably have been grown or made by the vendor. Flea-market-type items and hawking are not permitted. Sales of jams, jellies, eggs, meat, baked goods, flowers, fruits, vegetables, locally produced or locally sourced products and specialty items are permitted if in compliance with the Jackson County Health Department.
- Jams and jellies must be produced by the vendor. No guarantee of exclusivity of products is made or implied.
- Sales of live animals and used items are not permitted.
- All meat sold must be raised by the vendor. Resale of packaged meat is prohibited.
• Homemade baked goods and locally produced or locally sourced products related to a Farmers Market are allowed if approved by DLSMS and proper documentation is provided.
• Vendors are required to list ALL products to be sold at the Market on the initial application. No changes or additions to the product list will be allowed after the Market opens. All items are subject to approval by the Committee.
• DLSMS does not allow commercial vendors to set up at the Farmers Market.
• Resellers, vendors that purchase products that they do not grow themselves, are allowed at the farmers market. All items must be listed on the application, and no additions or changes will be made after the market opens. Signage must clearly state what are resell items and what farm produced those items.

8. Produce and Meat Vendors and Value-Added Vendors Ratio.
• As recommended by the Missouri Department of Agriculture, DLSMS strives for an 80/20 balance: 80% of the market vendors must be farmers (meat, produce, flowers, and honey) and 20% can be non-farmers (baked goods, canned goods, and other locally produced or locally sourced products).
• Vendors may have 10% of their table filled with items from the other category, excluding baked goods, as long as they are listed on their application and have been approved by DLSMS.

9. Produce and Plants.
• All produce, plants, or meats must be grown or raised in Missouri or grown within 150 miles of Lee’s Summit.
• Resellers: Resell vendors are responsible for knowing where any produce he/she sells is coming from. Resellers must verify where the produce is being grown before selling it at the Market and be able to confirm and prove the origination of the produce. Vendors must carry receipts of all resell items and, upon request, the vendor must be able to provide the farm name, address and phone number for where the produce was grown.
• Organic: At the Downtown Lee’s Summit Farmers Market, only certified organic produce can be labeled and sold as “organic.” A copy of certification should be placed on file with Downtown Lee’s Summit Main Street.

10. Signage Requirements.
• Home Grown: Produce grown by the vendor can be labeled as “homegrown.”
• Resell: If a vendor is reselling produce not grown by them, it must be clearly labeled and easily read by the customer. Resell vendors can choose to use the sign template provided by Downtown Lee’s Summit Main Street. Signage, at a minimum, should be 3” x 5” and easily read. If the majority of produce being sold is not grown by the vendor, one sign indicating the source (minimum of 8’ x 10”) is sufficient. Item name, price, and source must be included on all signage. (Provided signage attached.)

11. Compliance with Law.
• All vendors shall comply with all state, federal and local laws.
• Scales are to be state-approved and all packaged items are to be labeled with the net weight and content description.
• Sales tax must be collected as required by Missouri State law. It is the sole responsibility of each vendor to pay sales tax to the Missouri Department of Revenue.

12. Compliance with Jackson County Health Codes.
• Vendors must comply with all Jackson County Health Department Guidelines, including but not limited to mask mandates, sanitizing equipment, permits, etc.
• Sale of all food items must comply with state and local laws and health codes.
• Sellers of eggs, meat, baked goods, honey, cider, dairy products and other value-added products must follow the appropriate rules as set by the Jackson County Health Department and obtain any necessary permits. All permits and licenses must be available upon request.
• Permits are required in order to be allowed to give out samples. Each vendor is responsible for any permits needed. Contact the Jackson County Health Department at 816-881-4634.

13. Pricing.
• Prices to be charged will be fair and at then-current market prices. The vendor and the customer will negotiate sales. DLSMS is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded. The vendor is responsible for payment of all sales taxes, if applicable.

14. Pets.
• Vendors are not allowed to have pets at the Market, with the exception of service animals for persons with disabilities.

15. Trash.
• Each vendor is responsible for disposing of the vendor’s own trash at home or another location. Vendors may not dispose of trash in the trashcan located in the Market area, as this is solely for the use of customers and pedestrians.
• Dumping boxes and overripe produce will detract from the customer experience and is not allowed.

16. Trailers.
• No trailers are allowed. However, vendors who used trailers in the Market in 2008 and subsequent years may be grandfathered in by the Committee and allowed to continue to use trailers that are approved by the Committee.

17. Parking.
• Any vendor, their employees and/or helpers with extra vehicles must park them in the public parking garage on Second Street across from the Market. This garage is located on the corner of Second and Green streets and is provided to the public free of charge.
• If a vendor needs special accommodations because of a disability, supporting documentation of such must be presented to DLSMS for other arrangements to be determined.
• Vendors are not to use any surrounding lot or on-street parking spaces for their vehicles. These spaces shall be used for customers only.

18. Downtown Events.
• No daily stalls will be available during the week of Downtown Days, June 2 and June 5, 2021. Annual vendors will be allowed to sell only approved items listed on their application, and space may be limited on these dates. There is no guarantee of normally-assigned spaces on these special event days.

19. No political signage allowed at the market.
• In order to respect the beliefs and views of all vendors and customers, no political signage or apparel will be allowed at the market. Only signage directly promoting market related events will be allowed. All materials must be approved by the Market Manager before displaying.
• Anyone wishing to pass out materials and/or collect signatures will be directed outside of the market boundaries.
20. **Vendor Conduct.**
   - Vendors must be truthful and honest at all times in disclosing the origin of products being sold and their production practices. Fraudulent, dishonest and deceptive practices carried out at the Downtown Lee’s Summit Farmers Market will be punishable by cancellation of selling privileges without a refund.
   - Vendors and their employees will be neat, suitably dressed, and communicate in a courteous and appropriate manner.
   - No smoking is allowed in the Market. No alcohol is allowed on the premises.
   - All vendors and patrons will show others respect at all times. Foul language will not be tolerated.
   - Vendors, employees, helpers or patrons who arrive inebriated during Market hours, use foul language, or act in a confrontational manner will be asked to leave the Market immediately, and will need approval from DLSMS to return.

21. **Farmers Market Committee.**
   - The Farmers Market Committee assists the DLSMS Assistant Director in managing the Farmer Market. Vendors can be on the committee if they regularly attend the Farmers Market and are the primary contact for their booth.
   - Attendance at committee meetings will be recorded by the Assistant Director. Members must attend a minimum of 4 meetings a year in order to remain on the committee.
   - Meetings are scheduled for the second Monday of each month.

22. **Rule Violations.**
   - Violations of any of these Rules as determined by DLSMS may result in suspension from the Market or revocation of Market privileges with forfeiture of any paid fees and prohibition from purchasing a stall in future years.
   - Upon determination that a vendor has violated any of these Rules, DLSMS shall determine the appropriate response action. The degree and nature of any response action shall be within the absolute discretion of DLSMS, and may include a warning, fine, and revocation of Market privileges, among other actions. All vendors are responsible for the action of their employees or helpers.
   - If a vendor receives 3 warnings in the same season, he/she may be expelled from the Market.
   - Based on the severity of the infraction, a vendor may be immediately expelled from the market, without prior warnings.
   - DLSMS has the authority to deny any person the privilege of operating at the Downtown Lee’s Summit Farmers Market who, in DLSMS’s judgment, is using methods that are detrimental to attendance at the Market, or contrary to the Market’s policies, standards and mission.

23. **Disputes or Complaints.**
   - If a problem arises during market hours, please contact the on-site Farmers Market Committee Chair, Committee Members or DLSMS. Disputes will be settled according to the Market Rules of Operation. The Committee’s decision will be final on that day. Appeals can be directed in writing to: DLSMS, 13 SE Third Street, Lee’s Summit, MO 64063, and will be settled prior to the next scheduled Market day after receiving the complaint.
   - The decisions of DLSMS are final. Any other customer or vendor complaints should be submitted in writing to 13 SE Third Street or ashley@downtownils.org.
   - If complaints are submitted via phone or in person, a written account will be documented with DLSMS.

24. **Purpose, Amendment and Interpretation of Rules.**
• These Rules are intended to create a safe and successful Farmers Market and shopping environment. They may be amended or modified, when necessary, by DLSMS. DLSMS staff has the authority to interpret, when necessary, and enforce the Rules of Operation.

25. **Indemnity and Hold Harmless.**

• Each vendor will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by activities of the vendor or anyone helping the vendor, and each vendor, by signing this document, hereby holds harmless the City of Lee's Summit, the Lee’s Summit R-7 School District, Downtown Lee's Summit Main Street Inc. and the Farmers Market Committee members for any such damages.

• The vendor further agrees to pay any claims against the City of Lee's Summit or Downtown Lee's Summit Main Street Inc. for personal injuries that are the fault of the vendor or anyone helping the vendor (this includes the costs of any lawsuits, out-of-pocket expenses and attorney’s fees).
Please initial that you have read and understand the following:

- _____ I understand that it is my responsibility to know where any products I am selling are being grown or produced, and I will be truthful in representing the origin of my products to customers.

- _____ I understand that all items I intend to sell at the Market must be listed on my application.

- _____ I understand that all products, signs, displays, etc. must be kept within the confines of my assigned space.

- _____ I and my staff have read and will comply with all rules listed for the Market.

All vendors and helpers must read and agree to comply with all of the Farmers Market Rules of Operations.

____________________________________  ________________________________  ________________
Name (Printed)                        Signature                                    Date
Produce at this Farmers Market Stand is sourced from:

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________
$ __________

Item: __________________________________________________________
______________________________________________________________

Location Grown: __________
______________________________________________________________

$ __________

Item: __________________________________________________________
______________________________________________________________

Location Grown: __________
______________________________________________________________

$ __________

Item: __________________________________________________________
______________________________________________________________

Location Grown: __________
______________________________________________________________