



# NEW BRITAIN BOROUGH

*A Friendly Place to Live*

## NEW BRITAIN BOROUGH FARMERS MARKET VENDOR APPLICATION - 2019 SEASON

BUSINESS NAME

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CONTACT PERSON(S)

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MAILING ADDRESS

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BUSINESS/FARM SITE ADDRESS (if different from above)

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TELEPHONE

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EMAIL

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BUSINESS WEBSITE

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DESCRIPTION OF GOODS TO BE SOLD

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**The fee shall be \$10 per date per space. Payment will be due monthly based on the dates attended and space(s) used. Payment via check or cash can be mailed to / dropped off at the New Britain Borough Administrative Office, 45 Keeley Ave, New Britain PA 18901 or paid at the Market. Checks should be made out to "New Britain Borough".**

**If you know ahead of time which dates and/or how much space you will need, please indicate that below.**

\_\_\_ May 29 \_\_\_ Jun 05 \_\_\_ Jun 12 \_\_\_ Jun 19 \_\_\_ Jun 26 \_\_\_ July 03

\_\_\_ Jul 10 \_\_\_ Jul 17 \_\_\_ Jul 24 \_\_\_ Jul 31 \_\_\_ Aug 07 \_\_\_ Aug 14

\_\_\_ Aug 21 \_\_\_ Aug 28 \_\_\_ Sep 04 \_\_\_ Sep 11 \_\_\_ Sep 18 \_\_\_ Sep 25

NUMBER OF SPACES NEEDED

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VENDOR SIGNATURE

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DATE

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**APPLICATIONS WILL NOT BE ACCEPTED WITHOUT A SIGNED ACKNOWLEDGEMENT AND ACCEPTANCE OF THE CONTRACT RULES AND INDEMNIFICATION.**

# NEW BRITAIN BOROUGH FARMERS MARKET VENDOR CONTRACT RULES 2019 SEASON

- A vendor must submit a completed, signed 2019 Vendor Application and Contract Rules in order to receive approval.
- Dimensions of each space are 10 ft. x 10 ft. with a small aisle between stalls.
- Each 10 ft. x 10 ft. space will be available for a rental fee of \$10.00 per week, paid as set forth in the Vendor Application. If desired, multiple spaces should be requested on the Vendor Application.
- THERE WILL BE NO REFUNDS OF MARKET FEES PAID
- Vendors supply their own table(s), canopy(s), weights, table cloths, signage and any other supplies needed to operate their business.
- Vendors cannot lease or lend their market space.
- Vendors must arrive prior to the hours of operation, with completion of set-up before visitors arrive at the opening hour of the market at 4pm. Vendors may not breakdown until the market closes at 7pm.
- No alcoholic beverages or illegal substances shall be distributed or consumed within the market venue and adjacent parking area during setup, breakdown and operating hours of the Market. Non-compliance will result in immediate revocation of said vendor's contract. An exception shall be granted for sampling of vendor product if said product is an alcoholic beverage. Samples shall be no more than that required to allow patrons to taste the product and may be distributed only by the vendor's staff on that market day and only as permitted by the rules and regulations of the Pennsylvania Liquor Control Board. Decision by the New Britain Borough Parks and Recreation Committee is final.
- As a courtesy to customers, vendors shall refrain from smoking in the market area during operating hours.
- The Market is a family environment. Vendors shall refrain from inappropriate conversations and improper language throughout the Market day.
- It is mandatory that vendors with edible goods comply with the Commonwealth of Pennsylvania, Department of Agriculture and Bucks County Department of Health regulations for food handling. Vendors at the market must hold a valid retail food facility license unless exempt. Vendors are responsible for complying with state laws concerning preparation, handling, and labeling of baked, processed, and perishable foods. Vendors are responsible for all licenses required to sell their products, such as scale permits and permits to cook/bake and sell prepared foods. Vendors are responsible for collecting and paying sales tax on items requiring payment of sales tax.
- New Britain Borough Parks and Recreation Committee is responsible for the enforcement of these Contract Rules, assignment of spaces, collection of fees, and the operation and management of the New Britain Borough Farmers Market. Failure of a vendor to abide by the aforementioned rules will result in loss of vending privileges. It is mandatory that all vendors cooperate and interact with the Committee, one another

and customers in a respectful manner during Market hours, working toward the mutual goal of a friendly community atmosphere at the Market. We believe this will result in a worthwhile contribution to the community as well as a productive outlet for the vendor.

- **Indemnification.** Vendor shall, without notice or demand, at its own cost and expense, defend, indemnify and hold harmless the Borough, its officials, agents and employees, against and from any and all actions, suits, judgments, claims, demands, costs, expenses (including attorneys' fees) and liabilities of any character whatsoever, brought or asserted for injuries or loss to, or death of, any person or persons, or damage to the property of any person, including that of the Borough, arising out of, resulting from, or occurring in connection with the Vendor Contract, including, but not limited to: a) The use and occupancy of the rented stall(s) by Vendor, Vendor's employees, officers, invitees, licensees, patrons and guests; b) Any failure of Vendor to perform any of the terms and conditions of the Vendor Contract including these Rules and any other rules and regulations as shall be established by the Borough from time to time, which rules shall be provided to Vendor; c) Any failure of Vendor, its employees, officers, invitees, licensees, patrons or guests to comply with any statutes, laws, ordinances or orders of duly authorized personnel and civil authorities; d) Any and all accident death, injury, damage, loss, theft or other casualty resulting in any way whatsoever, unless due solely to the gross negligence of the Borough, its agents, officials or employees.

**BY SIGNING BELOW, I ACKNOWLEDGE AND ACCEPT THE RULES AND INDEMNIFICATION SET FORTH HEREINABOVE, AND VERIFY THAT I AM AUTHORIZED TO DO SO AND TO THEREBY BIND TO THE RULES AND INDENIFICATION.**

VENDOR SIGNATURE

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DATE

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