

Vendor Application Checklist

You do not need to include the Vendor Application Checklist as part of your application materials.

INSTRUCTIONS

Submit one copy of each item listed, as applicable. If your application is missing any of the listed documents, you will not be able to sell at the Black Hills Farmers Market (BHFM) until the documents are provided to management.

Submit documents via email to: manager@blackhillsfarmersmarket.org

OR

Submit documents via mail to:
Black Hills Farmers Market
PO Box 6375
Rapid City, SD 57709

ALL VENDORS

- BHFM vendor application
- Website permission form
- Hold harmless agreement form
- EBT/debit/credit agreement form
- Liability insurance certificate
- South Dakota sales tax license
- BHFM rules and regulations form (signature page only)

SELECT VENDORS

- Food service certificate (if applicable)
- Candler/egg license (if applicable)
- Apiary registration (if applicable)
- Letters of verification – canned goods (if applicable)
- USDA Organic Certificate (if applicable)
- Small Scale Organic Growers Declaration of Exemption from Certification (if applicable)
- Photos of product(s) (artisan vendors only)

Food Vendor Application – 2017

Please complete and return to BHFMM via mail or email - Due March 17, 2017

Market Manager Email: manager@blackhillsfarmersmarket.org

BHFMM Mailing Address: PO Box 6375, Rapid City, SD 57709

OVERVIEW AND INSTRUCTIONS

All applicants' products and booths will be subject to inspection per the BHFMM Rules and Regulations. The market reserves the right to apply limits to each type of product. Space at the market may be limited.

Vendor Booth Rental Fees (includes sales tax)		
	Tuesdays	Saturdays
Member Standard Rate	\$16	\$35
Non-Member Standard Rate	\$21	\$45

BHFMM member (\$40 annual fee): Yes No

I require a vehicle/trailer parking space directly behind my booth

I do not require a vehicle/trailer parking space directly behind my booth

APPLICANT INFORMATION

Business name: _____

Applicant/vendor name: _____

Sales tax number: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Black Hills Farmers Market

Liability insurance provider: _____

Distance from market in miles: _____

Itemized list of products (attach separate/additional pages as necessary): _____

Months you anticipate to attend the 2017 Black Hills Farmers Market:

- May June July August September October
 I am interested in participating in a winter market (November and December)

AGREEMENT

The undersigned acknowledges that they have read all application requirements and vendor expectations and agree to comply with the information and rules provided by the Black Hills Farmers Market. Non-compliance will result in revocation of permission to participate in the market.

Signature

Date

Website Permission Authorization Release

Vendors are not required to release information for inclusion on the BHFM website. If you do not want your information on the BHFM website, check the box next to the following statement:

I do not grant Black Hills Farmers Market permission to use my information on the company website.

VENDOR INFORMATION

Please include the following information as you would like it to appear on the BHFM website:

Vendor Name: _____

Business Name: _____

Business Email: _____

City, State: _____

Business Phone: _____

Link to Vendor Website: Yes URL: _____
 No

AGREEMENT

The undersigned hereby grant the Black Hills Farmers Market permission to share the information included on this form on the company's website:

www.blackhillsfarmersmarket.org

Signature

Date

DBA or Business Name

Hold Harmless Agreement: Indemnification and Release

I, the Vendor/Seller: _____ (hereinafter referred to as “Seller”), being provided selling space at the Black Hills Farmers Market, agree to the following terms and conditions:

1. “Black Hills Farmers Market, Inc.” shall include its operator(s) (including Market Managers, operated in the future by Black Hills Farmers Market, Inc., its affiliates or successors), officers, independent contractors, employees, agents, board members, volunteers, and blackhillsfarmersmarket.org.
2. “Seller” shall mean any farmer, vendor, participant, volunteer, or entity at the Black Hills Farmers Market; seller’s employees; agents or volunteers, including family members; and its heirs and assigns.

INDEMNIFICATION

Seller shall indemnify and hold harmless Black Hills Farmers Market, Inc., the City of Rapid City, its city council, boards and commissions, officers, agents, employees, and volunteers from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney’s fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, or performing services, work or activities at or in relation to the Black Hills Farmers Market, Inc.

RELEASE

Seller hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activity at the Black Hills Farmers Market.

MARKET SAFETY REQUIREMENTS

Seller hereby assumes liability and financial responsibility for any accident, injury, or property damage resulting from failure to comply with the Black Hills Farmers Market’s rules and regulations, specifically health and safety regulations.

AGREEMENT

The undersigned hereby state that I have read, understand, and agree to follow the procedures outlined in this copy of the Black Hills Farmers Market, Inc. Hold Harmless Agreement: Indemnification and Release form.

Signature

Date

DBA or Business Name

EBT/Credit/Debit Service Agreement

All vendors, both food and artisan, must read and sign this form.

OVERVIEW

The Black Hills Farmers Market (BHFM) participates in USDA SNAP (Supplemental Nutrition Assistance Program) by way of accepting EBT payments at the market. Participation in this program provides low-income community members with access to fresh, local, high-quality foods. For consistency in the program and clarity for the market customers, BHFM requires that all qualifying vendors participate in the program.

The BHFM also provides credit/debit transaction services for vendors, as needed. Vendors are not required to use BHFM's credit/debit services. Vendors are encouraged to use their own card-reader device.

FEES

- **SNAP/EBT:** There is no fee for EBT transactions.
- **Credit/Debit:** BHFM will charge vendors an additional 3.5% of each transaction as a fee for using the service. Further details are outlined in the *Transaction Process and Reimbursements* section of this document.

TRANSACTION PROCESS AND REIMBURSEMENTS

1. Use a two-copy receipt book to write each customer's order. Receipts must include vendor name, date, and total transaction amount, written legibly.
 - a. Vendors are responsible for supplying their own receipt books. Receipt books are available for sale at-cost at the management/info booth.
2. Instruct the customer to take her receipt to the management/info booth, where management will process the transaction on BHFM card-reader equipment.
3. Hold the customer's items for her until she returns with a proof of payment receipt from management. Official proof of payment receipts will have management's initials and be marked as paid.
4. Release the customer's items upon receipt of proof of payment.
5. Management will tally transactions throughout the week and will issue reimbursement checks to vendors at the following Saturday market.

Reimbursement checks will reflect the 3.5% fee per credit/debit transaction.

 - a. **For example:** If you sold \$45 of product through BHFM's credit/debit service on Saturday, the 1st, you would receive your reimbursement check of \$43.42 on Saturday, the 8th.

USDA SNAP RULES

SNAP benefits (EBT cards) CAN be used to buy:

- Fruits and vegetables
- Eggs
- Meats (fish, poultry, beef, etc.)
- Dairy products
- Baked and canned goods
- Seeds and plants intended for growing food

SNAP benefits can NOT be used to buy:

- Non-food items
- Ready-to-eat, deli, and/or hot foods intended to be eaten on-site

Vendors may NOT set a minimum purchase requirement, and no sales tax is collected on EBT transactions. No cash-back can be given as change for EBT transactions.

AGREEMENT

The undersigned agree to abide by the rules described herein as they relate to the processing of EBT, credit, and debit transactions. I/we agree to follow all USDA Supplemental Nutrition Assistance Program rules. I/we understand that the market management and board of directors reserve the right to remove vendors from the market who do not comply with these rules.

Signature

Date

DBA or Business Name