



Memorandum

To: Downtown Country Market
From: Paige Tilley
Re: Market Application Information
Date: March 29, 2019
CC: Jackie Jonmaire

The Downtown Country Market is celebrating our 37th anniversary this season! Running 24 consecutive weeks from mid-May through October, the Downtown Country Market offers fresh produce, unique specialty food items, and other non-food crafts. The pre-season of the Market will begin on **Thursday, May 16, 2019**. The regular season will begin on **Thursday, June 13, 2019** and continue through **Thursday, October 24, 2019**.

Buffalo Place Inc. will continue to produce the Market on Tuesday and Thursdays. We are urging all vendors to participate both Market days. The vending cost decreases significantly when you vend both days and you have a greater opportunity to reach all Downtown shoppers.

We are looking forward to continuing the Supplemental Nutrition Assistance Program (SNAP) and the Double Up Food Bucks (DUFEB) programs again this season. Paige will be managing these programs again this season. FMNP Market Checks can be accepted starting June 1, 2019. The DUFEB program begins on July 1, 2019.

Please review the application materials closely. **Your completed materials must be returned by April 15, 2019.** This deadline is firm. If your application is not received by this date you may be not be allowed to participate this season. **If your application is approved, a \$100.00 deposit and pre-season payment (if applicable) will be due by April 30, 2019.**

Once all applications are submitted we will send you a Market map (we reserve the right to change the vending locations). **The balance of your payment must be received on or before May 16, 2019, the first day of the pre-season.**

Due to construction at the AM&A's building along the eastside of Main Street at Eagle Street, no vehicles will be able to park along that section of Main Street.

If you have any questions, please do not hesitate to contact us at (716) 856-3150/ptilley@buffaloplace.com. We look forward to another great Market season!

All aspects of the Downtown Country Market, including vendor selection, placement and site determination are at the discretion of Buffalo Place Inc.

2019 DOWNTOWN COUNTRY MARKET RULES AND REGULATIONS

1. The Market is known as the Downtown Country Market and is produced and managed by Buffalo Place Inc. Buffalo Place Inc. makes all decisions concerning the Downtown Country Market. All decisions will be made in the best interest of the Market as a whole, in order to maintain its integrity.
2. The Downtown Country Market exists to give preference to *bona fide* producers/vendors. Meaning, 100% of fruits, vegetables and products sold by a vendor must be grown/produced by the vendor. If a product is made in New York State by someone other than you it must be disclosed in your application.
3. **The sale of produce not grown and harvested in New York State is forbidden.** If you are found to be in violation of this rule, it will result in your expulsion from the Downtown Country Market.
4. **Items produced or manufactured by another entity or person, including repackaged items, are prohibited for sale at the Downtown Country Market. All products and produce sold at the Market must be made or grown by the individual vendor. Repackaged items are forbidden from sale at the Market.**
5. You must inform the Market Coordinator if and when there are changes in production or marketing that affect the validity of the information provided on your application.
6. Vendors may arrive as early as 7:30am to setup, but all vendors must be at the Market by 9:30am and ready to sell by 10:00am. Those setup before 10:00am are permitted to sell their products.
7. **ATTENDANCE IS MANDATORY.** If you are unable to participate for the day, please call Paige Tilley at (716) 856-3150, giving 48 hours' notice. **Three "no calls; no shows" will result in dismissal from the Market.** The first "no call; no show" will result in a verbal warning. The second "no call; no show" will result in a written warning. The third "no call; no show" will result in expulsion from the Market. Showing up and leaving early counts as an absence. Absences will be documented in writing.
8. Any complaints regarding other vendors or products at the Downtown Country Market must be submitted in writing and given to the Market Coordinator. All complaints must specify the name of the vendor you have a complaint about. We will not accept any verbal complaints.
9. No one will be permitted to sell at the Downtown Country Market until his or her participation is approved in writing by Buffalo Place Inc. **No vendor will have the right to sublet, transfer or permit any other party to use their market stand without the written consent of Buffalo Place Inc.**
10. Vendors may opt to participate in the pre-season of the Market, for a flat rate of \$100.00, and/or the Regular Season market. In either case this registration form, a \$100.00 deposit for the Regular Season (plus an additional \$100.00 for those participating in the pre-season), must be received no later than April 1, 2019. The deposit goes towards your total vending fee once your application is approved. The balance of the full payment for the regular market must be received by May 16, 2019, the first day of the pre-season.
11. Vendors must secure a policy of public liability and products liability insurance naming Buffalo Place Inc. as additional insured for minimum bodily injury coverage of one-hundred thousand dollars (\$100,000) per person and three-hundred thousand (\$300,000) per

occurrence, (provided that a minimum single limit for bodily injury liability of \$300,000 per occurrence may be substituted for the foregoing), together with minimum property damage coverage of \$25,000 per occurrence, and which contains a 30-day written notice of cancellation endorsement that it will be directed to Buffalo Place Inc. **Coverage must be primary and non-contributory and the certificate must state this.**

12. The vendor will submit a certificate of insurance showing there is in force a policy of insurance that conforms with the requirements of this paragraph. No one will be allowed to participate in the market without a copy of this certificate being on file with Buffalo Place Inc. **This insurance form is due by or before May 16, 2019.**
13. Buffalo Place Inc. will carry liability insurance on the Market area only.
14. The Downtown Country Market will provide space only. Vendors must supply tables, tents and other display equipment. Vendors are responsible for setting up their own product display.
15. Buffalo Place Inc. will not provide power from any light poles or other source located along Main Street to any Downtown Country Market participant. All necessary power is the exclusive responsibility of the participant.
16. All applicable city, county, and state laws and regulations must be followed. Not following these rules and regulations may cause your removal from the Market.
17. In compliance with New York State Department of Agriculture's rules and regulations, any vendor who is re-packaging foods other than produce and/or sampling items at the Market is required to have a hand wash sink and a three-bay equipment sink located at their space. New York State inspectors will be present at the Market to enforce this policy. If you choose to pre-wrap your saleable items, this New York State Department of Agriculture rule does not apply.
18. Vendors will remain at and within his or her own market space when selling their products at the Market. Sales will be conducted in an orderly manner. No huckstering or other objectionable means of soliciting business will be tolerated.
19. In compliance with the NFTA rules and regulations, only those vehicles being used for the sale of your products will be allowed access to park on the "Grey Top." No personal vehicles will be permitted to park in the Market. In addition, vehicles **MUST** be parked at least three (3) feet from the curb in order to allow the train to pass safely. You must park within the measured area clearly marked with the tape. Warnings will be issued at the first indication of non-compliance.
20. Each vendor agrees to make their stand and products offered for sale as attractive as possible. Each vendor will keep their market space free from refuse during Market hours. Empty equipment will be kept in an orderly manner in each vendor's space. Each vendor will clean up their space at the end of each market day, carting away their own refuse.
21. Please note that the Pedestrian Mall may not be used for employee parking. Any automobile that does not fit within your designated space or is not used in the direct sale of your goods will be ticketed. **Due to construction at the AM&A's building along the eastside of Main Street at Eagle Street, no vehicles will be able to park along that section of Main Street.**
22. It is the responsibility of the participant to ensure their working vehicle does not cause damage to the Pedestrian Mall. This includes but is not limited to oil leaks, light standard

damage, etc. If a participant's working vehicle damages the Pedestrian mall in any way, costs for clean up will be billed to participants in violation.

23. **The vendor space purchased (12', 18', 24', 30', 48') must cover the entire length of vehicle being used. If the vehicle is larger than the space the vendor has purchased, they will be charged for the extra space and a different location in the line-up will be determined.**
24. Saleable items include, but are not limited to, fresh grown fruits, vegetables, flowers, plants, cheese, eggs, baked goods, honey, jams, jellies, sausages, and hand crafted items. **No manufactured items may be sold without the approval of Buffalo Place Inc.** Final decision on approval of all saleable items rests solely with Buffalo Place Inc.
25. Advertising of the Downtown Country Market will be done by Buffalo Place Inc. All vendors are required to participate fully in Downtown Country Market promotions, including but not limited to; wearing Downtown Country Market attire, displaying signage and brochures promoting the Market.
26. Vendors are responsible for maintaining any signage issued by Buffalo Place Inc.
27. All price/product cards must be visible and legible and no larger than one (1)-foot square.
28. The consumption and/or use of alcohol, tobacco, and e-cigarettes within the Market boundaries and within a vendor's space are strictly prohibited. Alcohol, firearms, tobacco, and e-cigarettes will **NOT** be permitted at the Market at any time, unless, in the case of alcohol, it is present for pre-approved sale.
29. Buffalo Place Inc. shall not be responsible for any loss or damage to a vendor's person, property, goods or money.
30. Buffalo Place Inc. reserves the right to cancel participation in the Market to any vendor who has willfully violated the rules and regulations governing the Downtown Country Market. First-time violators will receive a written warning to remain in their file. **Any further violations will result in automatic dismissal from the Market.** No refund of fees will be made to a vendor whose use of Market space has been suspended or canceled.
31. Buffalo Place reserves the right to conduct an audit of any participating farmers. This audit will incorporate the following evidence:
 - (a) Written testimony of other vendors
 - (b) Truck content at the start of the Market
 - (c) Space allocation on display of the Market
 - (d) Written testimony of extension service personnel
32. The burden of proof is on the participating farmers. Farmers that have been found in violation may submit: ASCS Maps, Seed fertilizer receipts, Schedule F, IRS 1040 form and/or written testimony from other vendors.

I, _____, the owner/manager of _____, have read and understand the guidelines of the Downtown Country Market.

Signature _____ Date _____

VENDOR COPY

PRE/REGULAR SEASON VENDOR SPACE INFORMATION

Farm/Organization name: _____

I will be participating for the following (please check all that apply):

Pre-season: _____ Regular season: _____ (From: _____ To: _____)

**ONCE YOUR APPLICATION IS APPROVED A \$100.00 DEPOSIT AND
PRE-SEASON PAYMENT (IF APPLICABLE) WILL BE DUE BY APRIL 30, 2019.**

Balance for Regular Season is due no later than May 16, 2019.

Size/Cost of available Vendor space:

The space purchased must cover the entire length of vehicle being used. If vehicle is larger than the space the vendor has purchased, the vendor will be charged for the extra space and a different space in the line-up will be determined.

Pre-season (May 16 – June 11): We encourage you to attend both Tuesdays and Thursdays (7 days) during the pre-season Market. (All size vendor spaces are \$100.00 for the pre-season Market).

Regular season (June 13 – October 24): This fee covers you for the entire regular Market season. Your vehicle must fit within the confines of your produce/product display.

Please circle the applicable option:

Size Space	One Day A Week	Two Days A Week
12'	\$400	\$600
18'	\$450	\$675
24'	\$500	\$750
30'	\$550	\$825
*48'	\$600	\$900

* Due to construction concerns along Main Street we are limiting the largest vending space to 48'. **WE will acquire your City of Buffalo's Temporary Stand Permit** (\$40 for food sale vendors and \$35 for non-food vendors). This is a mandatory fee and covers you the entire length of the Market. **Please make the check out to the City Of Buffalo. YOU are required to procure any and all other necessary health/sampling permits for your products.**

DO NOT SEND PAYMENT UNTIL YOU HEAR FROM US REGARDING YOUR APPLICATION APPROVAL.

NOTE: Checks for space rental fees must be made payable to BUFFALO PLACE INC.

TOTAL AMOUNT DUE: _____

\$100.00 DEPOSIT (and \$100.00 PRE-SEASON, IF APPLICABLE): _____

TOTAL AMOUNT INCLUDED WITH APPLICATION: _____

BALANCE (DUE BY/BEFORE MAY 16, 2019): _____

Send to:

Buffalo Place Inc.
671 Main Street
Buffalo, NY 14203

2019 Downtown Country Market Application

Name _____

Farm/Vendor Name _____ Acres/Facilities in production _____

Market season (specify months) _____

Regular Season Market Day of Interest: (circle all that apply) **Tuesday** **Thursday**

*REQUIRED

Address* _____

City* _____ State* _____ Zip Code* _____

Telephone* _____ E-Mail* _____ Facebook _____

Vehicle size / type _____ Twitter _____

I am a **bona fide** New York State agricultural producer or specialty vendor and plan to grow or produce the crops/products listed below in 2019. I understand that a Market representative may verify the information provided on this application by visiting my farm and my Market stand. I **agree to inform the Manager of the Market if and when there are changes in my production or marketing that affect the validity of the information provided below.** I understand that Buffalo Place Inc. reserves the right to cancel my participation in the Market if the above criteria are not met.

Vendor Signature

Date

Product	Acres*	Months	Grown by (if not you, include contact info):

FOR OFFICE USE ONLY

Application approved by: _____ Date _____

Send to Buffalo Place

2019 DOWNTOWN COUNTRY MARKET HOLD HARMLESS AGREEMENT

Exhibitor shall and will indemnify and save harmless the City of Buffalo, the County of Erie, Buffalo Place Inc., Buffalo Place Foundation, the Niagara Frontier Transportation Authority and their agents and employees, from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of actions of any and every kind and nature arising or growing out of or in any way connected with vendor's use or occupancy of the area known as "The Downtown Country Market" or any vendor's activities in the City of Buffalo.

The City of Buffalo, Buffalo Place Inc., Buffalo Place Foundation, County of Erie or the Niagara Frontier Transportation Authority shall not be liable for any theft, damage or disappearance of any of the exhibits, or injury to any person. The vendor will deliver certificate of insurance in amounts and coverage designated by Buffalo Place Inc. prior to the opening of business, naming Buffalo Place Inc. and Buffalo Place Foundation as additional insureds on a primary and non-contributory basis.

And further, vendor agrees to be responsible for repairing any and all damage to property resulting from or during set-up, take-down, or engagement at the Downtown Country Market and leaving property in the same condition found, as well as any and all bodily injury resulting from or during set-up, take-down, or engagement.

_____	_____
Signature of Vendor	Date

Signature of BPI	Date

BUFFALO PLACE COPY

Farm/Organization name: _____

I will be participating for the following (please check all that apply):

Pre-season: _____ Regular season: _____ (From: _____ To: _____)

**ONCE YOUR APPLICATION IS APPROVED A \$100.00 DEPOSIT AND
PRE-SEASON PAYMENT (IF APPLICABLE) WILL BE DUE BY APRIL 15, 2019.**

Balance for Regular Season is due no later than May 16, 2019.

Size/Cost of available Vendor space:

The space purchased must cover the entire length of vehicle being used. If vehicle is larger than the space the vendor has purchased, the vendor will be charged for the extra space and a different space in the line-up will be determined.

Pre-season (May 16 – June 11): We encourage you to attend both Tuesdays and Thursdays (7 days) during the pre-season Market. (All size vendor spaces are \$100.00 for the pre-season Market).

Regular season (June 13 – October 24): This fee covers you for the entire regular Market season. Your vehicle must fit within the confines of your produce/product display.

Please circle the applicable option:

Size Space	One Day A Week	Two Days A Week
12'	\$400	\$600
18'	\$450	\$675
24'	\$500	\$750
30'	\$550	\$825
*48'	\$600	\$900

* Due to construction concerns along Main Street we are limiting the largest vending space to 48'. **WE will acquire your City of Buffalo's Temporary Stand Permit** (\$40 for food sale vendors and \$35 for non-food vendors). This is a mandatory fee and covers you the entire length of the Market. **Please make the check out to the City Of Buffalo. YOU are required to procure any and all other necessary health/sampling permits for your products.**

DO NOT SEND PAYMENT UNTIL YOU HEAR FROM US REGARDING YOUR APPLICATION APPROVAL.

NOTE: Checks for space rental fees must be made payable to BUFFALO PLACE INC.

TOTAL AMOUNT DUE: _____

\$100.00 DEPOSIT (and \$100.00 PRE-SEASON, IF APPLICABLE): _____

TOTAL AMOUNT INCLUDED WITH APPLICATION: _____

BALANCE (DUE BY/BEFORE MAY 16, 2019): _____

IMPORTANT DATES

- MONDAY 4.15.19 Application due to Buffalo Place Inc.
- MONDAY 4.30.19 Deposit due
- \$100 for Regular Season only
 - \$200 for Preseason + Regular Season
- THURSDAY 5.16.19 **Pre-Season Begins**
- Insurance Certificate due
 - Balance due
- SATURDAY 6.1.19 FMNP Starts – FMNP vendors begin to accept FMNP checks
- THURSDAY 6.13.19 **Regular Season Begins**
- MONDAY 7.1.19 SNAP/DUFB Season Begins
- THURSDAY 10.24.19 **Downtown Country Market Ends**
-

PAYMENT EXAMPLE

-24' Space Tuesday/Thursday	+ \$750
-Pre-season Tuesday/Thursday	+ \$100
-City of Buffalo Temporary Stand Permit	+ \$40
Total Due:	= \$890
Deposit 4.1.19	\$200
Balance 5.16.19	\$690