VENDOR HANDBOOK

May 5 to October 13, 2012

Hannibal Parks & Recreation Department

320 Broadway

Hannibal, MO 63401

Phone: 573-221-0154

Fax: 573-221-0155

www.hannibalparks.org

2012 Hannibal Farmers Market Handbook

Hannibal Farmers Market Rules and Information

- Located on Broadway and Fifth Street in Central Park

- Open Saturday's 8 AM – Noon May 5th – October 13th

- Vendors may set up 30 minutes prior to opening. No sales before the schedule opening time. 30 minutes will be allowed at the close of the market for clean-up.

- Market spaces will not be reserved. Spaces are available on a first come first serve basis.

- Vendors are required to furnish their own tables, chairs, displays, canopies, cash-box, change, supplies etc...

- Stall set-up is not permitted to encroach upon the sidewalk.

- Each vendor shall display a sign clearly identifying the vendor's business name or vendor's own name.

- Each vendor shall display a sign stating that they are an approved Hannibal Parks and Recreation Vendor. Meaning that you have filled out all necessary documents and the Parks Department, City of Hannibal and Marion County Health Department have approved you to set up a booth.

- It is the responsibility of the vendor to maintain a clean and healthy condition within their area and to leave their area free of debris. Any refuse created by the vendor must be hauled away by the vendor. Vendors may not use City owned trash receptacles for their use. Such trash receptacles are intended for use by Market customers only.

- Prior to participating at the Farmers Market the Hannibal Parks and Recreation Department and the City of Hannibal must have a signed vendor application, a State Tax Identification Number and a Business License (if applicable).

- Prior to participating at the Farmers Market the Marion County Health Department and the Hannibal Parks and Recreation Department must have a signed Farmers Market Food Permit Application and all fees (if applicable) must be paid.

- Vendors will not be allowed to set-up at the Farmers Market unless the Hannibal Parks and Recreation Department, the City of Hannibal and the Marion County Health Department have all applications, permits and fees that are required.
  NO EXECPTIONS WILL BE ALLOWED!

- There will be **NO Daily FEE** to set up a booth at the Farmer's Market. Last year, there was a $5 fee each Saturday to set up a booth but in order to encourage more vendors we have waived that daily fee.

- All products sold at the Farmers Market shall be those produced by the seller and sold directly to and for the personal use of the end user.

- Vendors selling products of the farm or garden that they occupy and cultivate themselves are exempt from having to obtain a City Business License. Examples include: home grown vegetables, fruits, herbs, spices, plants and flowers. If there are questions whether your product is exempt from a City Business License contact the Hannibal Parks and Recreation Department.

- Vendors selling any additional items except for products that are exempt must apply for and obtain a City Business License. To obtain a City Business License contact the City of Hannibal Clerk's Office. Items that need a license include any products not grown by the vendor. Examples include: arts and crafts, processed foods, candy etc… Organizations with a 501 C status are exempt from having to obtain a business license.

- Foods that can be sold without a Health Department food permit or fee: fresh uncut fruits, vegetables, herbs, spices, nuts in the shell, eggs with Missouri Department of Agriculture license and kept below 45 Degrees Fahrenheit, jams, jellies and honey. Additionally, non-profit groups may sell non-potentially hazardous foods such as breads, fruit, pies, brownies and candy.

- Foods that can be sold but will need a Health Department Food Permit from the Marion County Health Department and pay a $10 fee: for profit persons selling non-potentially hazardous foods such as breads, fruit pies, brownies, candy, shelled nuts, dried spices or herbs, dry cookie, cocoa, and soup ingredients. Any other food must get prior authorization from the Marion County Health Department and the Hannibal Parks and Recreation Office.

- No low acid canned, acidified or vacuum packaged foods may be sold. Examples: Salsa, any pickled foods, BBQ sauces, juices, cider or spices in oil.

- The resale of mass-marketed/ mass produced merchandise is prohibited. The resale of wholesale or retail produce and or crafts is strictly prohibited.

- The Hannibal Parks and Recreation Department reserves the right to cancel the privileges of anyone who willfully violates the rules of the market.

Vendor Application/Business License/Health Department Permit and State Tax ID Info.

All vendors regardless of items being sold must have a State Sales Tax Identification Number. **No Exceptions**.
How do I register with the department to collect and remit sales tax?
Complete the Business Tax Registration Application (Form 2643) and submit it to:
Business Tax Registration
P.O. Box 357
Jefferson City, MO 65105-0357
You may also register online using Online Business Registration. Taxpayers registering to collect and remit sales tax must post a bond equal to three times their anticipated monthly liability. If the estimated liability is less than $500, the bond amount is $25. A registration form (Form 2643) must be submitted for each location that will transact sales.
The Missouri Department of Revenue's Frequently Asked Questions Section Regarding Sales Tax at Farmers Markets is in the Farmers Market Handbook.
To obtain a Farmers Market Handbook along with a Vendor Application or for more information contact the Hannibal Parks and Recreation Department.

To obtain a City Business License or to inquire if you need a City Business License contact the Hannibal City Clerk's Office.

The Marion County Health Department's Market Permit is provided in the Farmers Market Handbook. Vendors must fill out the permit and return along with fee (if applicable) to the Marion County Health Department. To obtain more information regarding the permit, fees or for questions regarding items being sold at the market contact the Marion County Health Department.

The Marion County Health Department's Farmers Market Policy is in the Farmers Market Handbook.

Contact Information

Hannibal Parks and Recreation
320 Broadway
Hannibal, Missouri 63401
Phone: 573-221-0154
Fax: 573-221-0155
Email: adorian@hannibal-mo.gov

Hannibal City Clerk's Office
320 Broadway
Hannibal, Missouri 63401
Phone: 573-221-0111
Fax: 573-221-8191

Marion County Health Department and Home Health Agency
3105 Palmyra Road
P.O. Box 1378
Hannibal, Missouri 63401
Phone: 573-221-1166
Fax: 573-221-1214

Business Tax Registration
P.O. Box 357
Jefferson City, MO 65105-0357
http://dor.mo.gov/business/.
http://dor.mo.gov/forms/2643.pdf
(573) 751-5860

Farmers Market Checklist

1. Obtain a State Sales Tax Identification Number (No Exceptions).
2. Obtain a City Business License (If Applicable).
3. Fill Out and Return the Vendor Application to the Parks and Rec. Dept.
4. Fill Out and Return the Farmers Market Permit Application to the Marion County Health Department and Hannibal Parks and Rec. Dept.
5. On Day of Sale hang a sign provided by the Hannibal Parks and Recreation Department stating that you are an approved Hannibal Farmers Market Vendor.

Vendor Application

Vendor Name(s) _____

Business Name (if applicable) _____

Items Being Sold _____

Mailing Address _____

City/State/Zip _____

Home Phone _____

Cell Phone _____

Email _____

State Tax ID # _____

Business License # (if applicable) _____

Indemnification Agreement

In consideration for granting of permission by the Hannibal Parks and Recreation Department the undersigned for the use of the following described property:

Central Park Farmers Market Area

For the following purpose only:

To sell arts and crafts, farm produce, or baked goods

On the following date(s):

May 5th through October 13th, 2012

The undersigned agrees to indemnify and hold harmless the City of Hannibal, and its agents, officers, and employees from and against all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the City of Hannibal to defend at its own expense the City of Hannibal from any action or proceeding against the City of Hannibal arising out of or caused by the use of such property. A judgment obtained in any such action or proceeding is conclusive in any action by the City of Hannibal against the undersigned when so notified as to the existence of a defect or other cause of the injury or damage, as to the liability of the City of Hannibal to the plaintiff in the first name action, and as to the amount of the damage or injury. The City of Hannibal may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the City of Hannibal in the suit.

Dated this _____ day of _____ 2012

Signature of Vendor _____

Vendor Agreement

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between the City of Hannibal and (print name of vendor/s) _____, hereinafter referred to as "Vendor". WHEREAS, the Vendor is authorized to sell only products grown or raised on his/her property (see exceptions), or to sell only
handmade arts and crafts of his/her own production, provided he/she does not violate the rules of the Market or other departments of the City government of Hannibal, Missouri; and WHEREAS, the City has determined that such events are in the best interest of the City hereby grants to the vendor permission to conduct such event in the designated Market area upon the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

1. Permits and Licenses- The vendor shall obtain and maintain during the term of this Agreement all necessary permits and licenses required for use described herein.
Permits are not transferable.

2. Homegrown & Handcrafted - I certify that I will only sell products that are homegrown and handcrafted or obtain permission from the Hannibal Parks and Recreation Department and or Marion County Health Department prior to bringing my products to the market. I also verify that I do reside within 100 miles of Hannibal, Missouri.

3. Dates, Hours, Location, and Fee - The Hannibal Farmers' Market operates Saturday's 8 AM – Noon May 5th – October 13th.

4. Setup/Take Down - Each vendor will provide his/her own display fixtures and shelter for his/her own person and merchandise from the elements as necessary. Setup of tables, chairs, umbrellas and all other necessary equipment shall begin no earlier than 30 minutes prior to the Market opening. All market vendors shall close at the designated time, and removal of all items shall be completed no later than 30 minutes after the close of the market.

5. Pets – Vendor owned pets are not allowed within the Market area except service animals.

6. Rubbish - All vendors are responsible for the proper and complete cleanup of and litter in and around their area. Other trash receptacles in the market area shall not be
the responsibility of the Vendor nor should the Vendor use those receptacles for their trash. Such trash receptacles are intended for use by customers and not the vendors. All Vendors must take all trash and/or recyclable items with them.

7. Vehicles in the Market - Vehicles are not allowed in the Market area.

8. Supervision- The vendor shall provide sufficient and competent personnel to plan, implement, and supervise the use and to take proper care of the vendor booth.

9. Statutes and Ordinances - The Vendor, its agents, and employees shall abide by all federal, state and municipal laws, rules, and regulations.

10. Under no circumstances shall any fire lane be restricted or occupied by the Vendor.

11. Vendors may not solicit customers beyond their own assigned market spaces either via signage or 'hawking'.

12. If the Vendor fails to comply with any requirement set forth in this Agreement, the Vendor shall be given a verbal and written notice to comply. If the Vendor fails to comply to the notice, this agreement shall be deemed terminated by the City of Hannibal without further notice or refund to the Vendor.

13. Other Conditions – The City of Hannibal, or its designees, reserves the right to revoke this permit at any time if unusual conditions arise.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT:

_____

Vendor Print Name:

_____

Vendor Signature:

_____

Date: