

2020

PENNSYLVANIA TURNPIKE PLAZA FARMERS' MARKET PROGRAM

Vendor's Acknowledgement of Rules and Procedures

The Pennsylvania Department of Agriculture (PDA) and the Pennsylvania Turnpike Commission (PTC) have approved the following Vendor to operate a farmers' market stand at a farmers' market located along the Pennsylvania Turnpike, conditioned upon the Vendor's agreement to abide by and comply with the rules and procedures set forth herein. The Vendor is identified as follows:

Name of Vendor: _____

Business Address: _____

Business Telephone Number: _____

Cellular Telephone Number: _____

Business E-mail Address: _____

This application will be invalid unless a valid certificate of liability insurance and a valid certificate of automobile insurance are included with the Vendor's application. Please see Sections L and N for additional information.

This document sets forth the general rules and procedures under which the Vendor agrees to operate. The signature of the Vendor below is an acknowledgment by the Vendor that he/she: (1) has read this agreement thoroughly; (2) understands its contents; (3) agrees to abide by the rules and procedures set forth herein; (4) has been provided a copy of this agreement; and (5) understands that failure to abide by the terms of this agreement may result in the Vendor being required to cease operations and remove his/her products from PTC property.

1. Purpose of the Turnpike Plaza Farmers' Market Program.

The purpose of the Pennsylvania Turnpike Plaza Farmers' Market Program is: (a) to provide support for farmers' who operate a profitable, well-organized and managed retail outlet; (b) to promote Pennsylvania-produced agricultural products; and (c) to provide Turnpike travelers with an opportunity to purchase locally-grown, high quality Pennsylvania agricultural products at a competitive price and convenient location.

2. Business Coordinator.

- a. If there are two or more Vendors operating at the farmers' market at a single plaza location, they shall elect or agree upon a single "Business Coordinator" to represent their market.
- b. The Business Coordinator shall serve as a contact person through whom information from PDA and/or PTC shall be disseminated to the other Vendors at their respective plaza location. The Vendor shall cooperate with the Business Coordinator and shall not impede or interfere with the Business Coordinator performing the duties described herein.
- c. If the Vendors are unable to agree on a Business Coordinator, PDA shall appoint one from among the Vendors.

3. Vendor Responsibilities.

- a. The approval of a Vendor by PDA and PTC is only valid for a single market season, which runs from April 1st to November 30th. A Vendor must obtain the approval of PDA and PTC to operate a farmers' market stand at a plaza location *each season*.
- b. A person must submit a Vendor application to PDA at least 30 days in advance of the April 1st start of the market season. That application must be approved by PDA and PTC *before* the vendor can operate at a plaza location. The April 1st deadline may be extended at the discretion of PDA and PTC.
- c. A Vendor application will not be considered "submitted" until it is received by PDA (whether by mail, fax, personal delivery or other means) at the following address:

Gwyn Rowland, Market Coordinator
Pennsylvania Department of Agriculture
Bureau of Market Development
2301 North Cameron Street, Harrisburg, PA 17110
Phone: 717.705.9511 Fax: 717.787.5643
growland@pa.gov

- d. The Vendor shall provide to the appropriate Business Coordinator the days that the Vendor is available to staff his or her stand. The Business Coordinator shall plan a schedule to ensure that the farmers' market has at least three or more Vendors for each day that the farmers' market is open. If there are less than three Vendors operating at a location, PDA will work with the Vendors to develop a schedule.
- e. The Vendor shall provide to PDA a monthly report of its gross sales, on a form to be provided by PDA, distinguishing between gross sales attributable to unprocessed agricultural products and gross sales attributable to value added products as defined in Section 7. The report shall be delivered to the address set forth above by the 15th of the month following the month in which the sales were incurred. For example, if a report is due for the month of June, it must be received at the referenced address by July 15.

f. If the Vendor fails to report gross sales in the manner and within the time described in the preceding paragraph, PDA and/or PTC may revoke the Vendor's approval to operate at the plaza location. If PDA and/or PTC revokes a Vendor's approval, the Vendor will be allotted a 15-day grace period on its first failure to report. The Vendor shall be required to vacate the premises immediately upon receipt of written notice of revocation after failure to cure following the 15-day grace period or second notice for failure to report. Such notification shall be sent to the Vendor by first-class mail addressed to the Vendor at the address listed above. It shall be the Vendor's responsibility to notify PDA and PTC of an address change.

g. The Vendor shall charge reasonable prices for products it sells. In addition, a Vendor shall not undercut another Vendor by pricing products below profitable levels. Any grievances between Vendors dealing with product pricing will be heard by PDA for final resolution.

h. A Vendor shall not offer low-quality products for sale or misrepresent the quality of any product.

i. A Vendor shall keep its farmer's market stand area clean, neat and litter-free. A Vendor shall also work cooperatively with other Vendors to keep the common farmers' market area clean, neat and litter free. Failure to keep the common area clean, neat and litter-free may result in revocation of all Vendor approvals to operate at the plaza location or the revocation of the offending Vendor's approval. A Vendor shall not dispose of unsold merchandise at the site or in on-site trash receptacles.

j. A Vendor who desires to post or erect any sign, banner or printed advertisement on PTC property shall - ***prior to erecting or posting the sign, banner or advertisement*** - obtain the written approval from PTC, which may be withheld at the sole discretion of the PTC, and shall agree to abide by and adhere to any prohibitions, requirements or limitations imposed by PTC.

k. A Vendor using a motor vehicle or trailer to load and unload goods and supplies at a farmers' market stand shall promptly, upon completion of loading or unloading, move the vehicle or trailer to the employee parking lot at the Service Plaza. Vendor vehicles shall be parked in the employee parking area at all times, except when loading and unloading goods and supplies.

l. The Vendor, at its own expense, shall provide and maintain for the benefit of the PDA, PTC, HMSHost Family Restaurants, LLC and 7-Eleven, Inc. and itself, as their respective interests may appear, adequate insurance in amounts satisfactory to PDA and PTC, and insuring against liability for injuries to persons and damage to property related to or arising out of the operation of the farmers' market at the specific Turnpike Service Plaza(s) involved. Insurance shall be maintained with responsible insurance companies licensed to do business in the Commonwealth of Pennsylvania. The Vendor shall provide PDA a valid certificate of insurance prior to commencing operation at a plaza location. The policy shall contain minimum coverage limits of \$250,000 per occurrence and \$1,000,000 in the aggregate. The coverage shall be written on an "occurrence" basis, not a "claims made" basis. The policy shall name "the Commonwealth of Pennsylvania, the Pennsylvania Department of Agriculture, the Pennsylvania Turnpike Commission, HMSHost Family Restaurants, LLC, and 7-Eleven, Inc. as additional insureds. The certificate of insurance shall also acknowledge that the insurance company shall notify all insureds at least thirty (30) days prior to any change, transfer, or cancellation of insurance coverage.

m. The Vendor agrees to release, discharge, indemnify, and hold harmless the PTC, PDA and their respective commissioners, officers, employees, and agents as well as HMSHost, 7-Eleven and their respective agents, servants, and employees from any personal injury claims, wrongful death actions, property damage claims, and any other claims, demands, or causes of action for any damage or injury of any kind or nature (including attorneys' fees) to all persons and to all property caused by, resulting from, arising out of, or occurring in connection with the Vendor's, its employees' or its subcontractors' actions, omissions, negligence, wanton or willful conduct while engaged in performing work under this Agreement or while present on the PTC's premises and for breach of this Agreement.

Furthermore, if any claims for such damage or injury including death resulting therefrom be made or asserted, whether or not such claims are based upon the alleged active or passive negligence or participation in the wrong of the PTC, PDA or their respective commissioners, agents, servants and employees or HMSHost, 7-Eleven or their respective agents, servants and employees or upon any alleged breach of any statutory duty or obligation on the part of the PTC, PDA, or their respective agents, servants or employees or HMSHost, 7-Eleven or their respective agents, servants and employees, the Vendor agrees to indemnify and hold harmless the PTC, PDA and their respective agents, commissioners, contractors, and employees as well as HMSHost, 7-Eleven and their respective agents, servants and employees from and against any such claims for damages (including legal fees, interest, and penalties) that the PTC, PDA or their respective agents, commissioners, contractors and employees or HMSHost, 7-Eleven or their respective agents, servants and employees may directly or indirectly sustain, suffer, or incur as a result thereof.

The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

n. The Vendor must provide to PTC/PDA a valid certificate of automobile insurance prior to commencing operation at a plaza location.

o. PTC may, at the Vendor's request, assign up to two (2) Turnpike passes. The passes shall remain the property of PTC and shall be used exclusively for the purpose of conducting business at the farmers' market where the Vendor is approved to operate. If approved, the Vendor shall be required to sign a Non-Revenue Non-Employee Card Use Agreement. Any other use of the Turnpike pass(es) by the Vendor shall result in the immediate revocation of the passes from the Vendor by PTC and the Vendor may be charged with fare evasion pursuant to 75 Pa. C.S. § 6110 or other crimes pursuant to the Crimes Code. The Vendor, upon demand of PDA or PTC, shall immediately return the Turnpike pass(es) to PTC. Failure to comply may result in forfeiting these privileges, other associated costs and/or denial of future application approvals.

p. Vendor, its employees, or its subcontractors, while engaged in performing the work of this Agreement or while present on the PTC's premises shall at all times conduct themselves in an appropriate and lawful manner, and shall not engage in discriminatory or obscene conduct, nor engage in harassment, intimidation, threats of, or the commission of, physical violence to persons or property. Failure to comply with this paragraph is grounds for immediate removal from the plaza location and may result in revocation of all Vendor approvals to operate at any plaza location(s) or the revocation of the offending Vendor's approval.

4. Qualifying Vendors.

a. PTC and PDA will jointly act as the approving authority (Approving Authority) for PTC farmers' market Vendors. The Approving Authority may deny an application in full or in part for any reason. These reasons might include (but are not limited to) the following:

- Insufficient space.
- Insufficient customers.
- Non-approved items.
- Excess supply of products being sold.
- Prior violations of the PTC Farmers' Market Program rules and procedures.
- Vendor is selling products which are not Pennsylvania-produced.

5. Stands.

a. The Vendor shall maintain its market stand so that it is hazard free, litter free and reasonably attractive to neighboring stands.

b. The placement of Vendor stands within the market will be determined solely by PDA. PDA will make this determination via a random lottery, to be conducted immediately preceding the start of the market season. Only approved vendors will be permitted to participate in the lottery. Submission of an application alone is not sufficient to qualify the prospective Vendor for the lottery. Vendors who are approved after the lottery will be assigned space based upon the date PDA approved the Vendor's application.

c. PTC, or its Service Plaza Lessee (HMSHost and 7-Eleven), will provide the Vendor with two tables, and electricity for lighting and safety equipment. The Vendor shall maintain this equipment in good repair.

d. The Vendor shall not modify the stand, and is not permitted to build storage areas at the plaza location. However, portable storage that fits under the stands/tables shall be permitted.

e. **Trucks may be used for storage but must be parked in the employee parking lot. Trucks cannot be parked in the vending area after loading/unloading.** The Turnpike Service Plaza Manager at HMSHost must be notified and approve vendor requests to park a vehicle in the employee parking lot long term. The Vendor shall not erect or bring permanent storage or refrigeration units to the Turnpike plaza location.

f. The farmers' market stands may be inspected at any time by PDA or PTC to insure the Vendor is complying with all rules and regulations.

6. Days and Hours of Operation.

a. The market season begins April 1st. All markets shall close on November 30th.

b. If Easter weekend precedes opening day, **only** flower vendors are permitted to sell flowers over Easter weekend.

c. Hours of operation are subject to the consensus of Vendors. The hours, however, shall be between dawn and dusk only.

d. Vendors shall open on time and be prepared to sell products upon opening. Vendors are not permitted to sell items prior to or after established opening and closing times.

7. Vendors, Products and Product Sources.

a. A Vendor shall be a Pennsylvania resident whose farm operation is located in Pennsylvania.

b. A Vendor shall grow at least 50% (by gross sales) of the unprocessed agricultural products the Vendor sells at the plaza location over the course of a market season. These products must be grown within the Commonwealth of Pennsylvania. Additional agricultural products may be obtained directly from subsequent Pennsylvania agricultural producers. When selling products from other producers, a Vendor shall display in public view the name and address of the farm or business of origin. Products that are produced out-of-state are prohibited. Vendor's value-added items cannot exceed 25% of gross sales for a market season. Alcoholic beverages (wine, beer, and other alcoholic beverages) **MAY NOT** be sold at the farmers' markets.

c. Vendor may only sell the following products at a Turnpike plaza farmers' market:

1.) Raw/Unprocessed Agricultural Products

2.) Value-Added/Processed Agricultural Products;

Manufactured by the vendor at the vendor's location containing the vendor's label. (Processed from the vendors grown products)

- | | |
|-------------------------------------|---|
| • Fruits (no slices) | Canned Goods |
| • Flowers | Cider (not less than a ½ quart) |
| • Herbs | Fruit Baskets |
| • Honey | Candles |
| • Maple Syrup | Honey Soap |
| • Melons (whole or halves) | Maple Syrup Candy |
| • Nuts grown in Pennsylvania | Preserves (in a jar) |
| • Ornamentals (gourds, corn shucks) | Baked Pies – (not portioned for individual servings, and at least 8" in diameter). cv |
| • Potted Plants | |
| • Shell Eggs | |
| • Vegetables (no slices) | Cookies - minimum 6 packaged |

d. A Vendor may not sell any product that is not on the above list without the prior written approval of the PDA Market Coordinator. Such requests shall be submitted to the PDA Market Coordinator at the address or fax number set forth above, and shall describe the product it desires to sell at the plaza location. Furthermore, the PTC or PDA may at any time, for any reason, prohibit the sale of any product even if prior approval has been given.

8. Complying with Regulations.

a. A Vendor shall comply with applicable federal and state laws and regulations and local ordinances, including, but not limited to, those dealing with the following:

- State license seal on all weighing devices
- State pesticide license to use farm chemicals in agriculture crop production with safety
- Nursery license when plant material is sold
- Organic certification license when the products for sale state they are “organic”
- State sales tax collected as required (State sales tax is required to be collected on any products, which are not edible, e.g., ornamentals).
- Food safety, sanitation, health permits and labeling issues that apply to sales items

I, _____, hereby certify that I have (1) read this agreement thoroughly; (2) understand its contents; (3) agree to abide by the rules and procedures set forth herein; (4) have been provided a copy of this agreement; and (5) understand that failure to abide by and comply with the terms and conditions of this agreement may result in my Vendor’s approval being revoked and requiring me to cease operations and vacate the plaza location.

I also certify that the foregoing is true and accurate. The Vendor agrees and intends to be bound by the rules and procedures set forth herein, and has signed and dated this agreement below as evidence of the fact.

Printed Name of Vendor (Person or Corporation) **Date**

Signature of Vendor or Person Authorized to Legally-Bind the Vendor **Date**

Pennsylvania Turnpike Commission **Date**

Department of Agriculture **Date**