



The public market managers and developers

**2024 WHITE PLAINS FARMERS MARKET
SEASON VENDOR MANUAL**

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WHAT YOU NEED TO KNOW BEFORE YOUR FIRST DAY AT MARKET

Any questions regarding day of market questions, booth assignment, cancellations, etc.

Please contact Ron Duelks r_duelks@yahoo.com 845.544.5834 (On Site Supervisor)

- **The market opens at 8:30am and closes at 2:45 pm. SET UP** begins any time after 6:00 am.
Full time vendors will be given their booth assignment for the first day of the market and this should be your permanent assignment.
Part time vendors will receive an email or text from the market supervisor the evening prior to each event you have booked with your space assignment and any other special instructions for the market. It is your responsibility to look for and review this email prior to attending.

If you have a question prior to market, please reach out directly to Ron. If you set up in the wrong spot, you may be asked to move, so if you are unsure, please wait for instruction from the market supervisor before setting up.

Once the street is closed, all deliveries/unloading must be done from outside the closed off street area on the Martine Ave side of the market. Do not unload, park, stand or stop on the Main St side.

No vehicles are allowed in pedestrian crosswalks..if a vehicle is standing or parked in a crosswalk they will be ticketed. This will be strictly enforced.

- **YOUR DISPLAY:** All vendors must bring their own tents, *weights, tables, chair, signage, and display. The dimensions of each tent may not exceed 10 by 10 feet wide. **Vendors are required to weight their tents. Each leg must have at least a 20LB weight on it.** Vendors who fail to weight their tents may be required to take their tents down and operate open air.
- **FOOD VENDORS:** You are responsible for contacting the Westchester Dept of Public health and for obtaining any licenses or permits required to participate in temporary events.
- **ARRIVING LATE/LEAVING EARLY** Vendors will be fined \$10 every time they arrive late or leave early (before the close of the market). All vendors must arrive no later than 8am so that we can close the street to the public. Vendors will not be permitted to bring vehicles onto the market sight after 8AM. The market closes at **2:45 PM**. If you leave before 2:30 PM you will be fined. Court Street will be open to vehicular traffic starting at 4:00PM.
- **WHAT IF I SELL OUT?** That is awesome! We ask that you stay in your booth until the end of the event so that all our guests know you are at the market – maybe next week they will come earlier.
- **PARKING/Load in/load out – See full instructions on page 5**
- **ELECTRICITY** If you require electricity in your booth, please let us know. You must provide your own weatherproof extension cord(s) of the appropriate length and may need to cover the cord to prevent a trip hazard for guests.
- **BAD WEATHER POLICY:** Our markets are rain or shine events and we do not cancel them. In the event of extremely severe weather, we may not be able to set up tents and we may need to temporarily suspend operations until conditions improve. Please review the severe weather

guidelines for more information on procedures. **There are no refunds for dates that are adversely affected by inclement weather.**

- **Cancellation Policy: Part time vendors:** If you cancel > 7 days prior to the event you may roll your booth fee to another date, but the fee is non-refundable. If you cancel less than 7 days prior to the event you lose your booth fee for the day. If you do not show up for an event and you fail to notify the supervisor or the office prior to the start of the market, you lose your booth fee and will also be fined an additional \$20.00 no show fee. We may take exception to this policy if there is an emergency that precluded you from notifying us of your absence. Full Time vendors pay for all dates, including dates that they do not attend.
- **PRODUCE VENDORS: Organic Certification** Must be prominently always displayed. Certified organic produce must be segregated from non-organic so that there is no confusion for the public. Please notify us if you plan to accept **FMNP benefits** so that you can be added to our registration.
- **SIGNAGE** All vendors must post appropriate signage and/or banners in their booth so that customers can easily identify the source of their purchases. Vendors that do not post signage may be excluded from the market at the sole discretion of Bensidoun USA.

Who do I Contact?

With a routine question:

Email Leslie Cahill lcahill90@gmail.com

With a request to add or cancel a market greater than 48 hours prior to the market

Email Leslie Cahill lcahill90@gmail.com

Urgent/ emergency calls less than 48 hours prior to market

Ron Duelks 845.544.5834

This includes.

- Day of market cancellations
- Late arrival at market

Regarding issues that come up during market:

Call or find Ron immediately or call Leslie 630.638.5872

This includes:

- Report a hazardous condition at the market.
- You must leave the market early.
- You have arrived at market and can't find the market supervisor.

Billing Questions:

Please contact Leslie Cahill lcahill90@gmail.com 630.638.5872 (Market Manager)

WHITE PLAINS FARMERS MARKET PARKING/SET UP/BREAK DOWN POLICIES

Vendors are not allowed to load or unload from the center of the street. Pull to the curb or load in from the end of the market. **Please note that traffic is one way from Martine Ave to Main Street during set up and break down. market hours.** The City of White Plains is a high traffic area and Court Street and the surrounding streets can be very challenging when it comes to traffic flow, especially at the end of the day. To avoid problems and potential issues with so many vendor vehicles at this market, please come in aware of and ready to follow the below policies

ALL VENDORS:

- Court Street is closed to non-vendor vehicles starting at 6am but there are still many pedestrians walking on the street during set-up and break down. **PLEASE** drive with caution as you arrive for set up and as you leave the market at the end of the day! Do not exceed 10 MPH while on Court Street between Martine and Main. Enter the market from the Martine side, exit from the Main Street side. No backing up on the street. Do not load/unload from the center of the street, blocking traffic. Park at the curb to load/unload. It is imperative that we abide by all safety measures set forth by the City of White Plains. We must ensure that there is always access for emergency vehicles to pass through Court Street. We appreciate your cooperation with this policy!

VENDORS WITH PAID PARKING ON COURT STREET

- Arrive between 6:00AM and 8:00 AM
- Park within the boundaries of the space(s) assigned to you.
- Set up tents in the space(s) assigned to you.
- No unloading from the center of Court Street

VENDORS WHO ARE NOT ASSIGNED PARKING ON COURT STREET

- Arrive between 6:00am AND 8:00AM
- Pull up to the curb at your booth assignment, quickly unload your tent/inventory/table/chairs to the sidewalk adjacent to your space. Move your vehicle to the parking garage or off-site parking. **(DO NOT SET ANYTHING UP UNTIL YOU HAVE MOVED YOUR VEHICLE OFF THE STREET)**
- If you have registered for free parking at least 1 week in advance you will be issued a free parking pass by the supervisor for the Galleria parking garage.
- **At the end of the market break down your inventory/display to the sidewalk prior to retrieving vehicle.** Vendors that bring their car back on the lot prior to breaking down will be given a warning. If a second warning is issued, we reserve the right to cancel your participation at the market.

Hazardous Weather Procedures Markets

All vendors should check the weather forecast before coming out to market. Should there be a chance of severe weather – please use any technology you have at your disposal (tablets, smart phones, computers) to remain up to date on changing weather conditions. Notify the on-site supervisor immediately if you believe that hazardous weather is approaching the market.

Severe Weather Approaching:

High winds, strong storms, tornado watch

- Any time a vendor feels that weather threatens their product or safety they should notify the supervisor that they are leaving. Vendors are responsible for rolling back canopies prior to leaving the market UNLESS dangerous weather is upon the market.
- The supervisor will make every effort to be aware of changing weather conditions and will attempt to give vendors a 30-minute notice of approaching severe weather.
- Upon notice of approaching severe weather conditions by the supervisor, as time permits vendors will be required to roll back canopies, take down tents, secure inventory and then seek shelter. Do not obstruct the driving aisle around the market at any time. You are creating a much greater hazard by potentially trapping people on the market site.
- Operations will be immediately suspended and remain suspended until the Supervisor reports that the weather has stabilized. Vendors are not obligated to return.
- Vendors should always remain alert, should a vendor become aware of impending severe weather notify the supervisor immediately.

Thunder heard or Lightning seen at market.

- On-Site Supervisor may immediately suspend operations at the market and instruct vendors and customers to seek shelter immediately.
- The market should remain closed for 30 minutes and can re-open at that time
- Every time thunder is heard, or lightning is seen - this procedure should start again

Vendor rights and responsibilities

- Bentsidoun USA markets are “rain or shine” events. Should the market suspend operations, open late or close early due to weather conditions - vendors are not entitled to any refund of booth fees.

- Vendors may at any time cease operations and notify the Supervisor that they will leave the market without penalty should weather conditions arise that they feel would be detrimental to their product. Markets are “rain or shine,” and vendors are not entitled to any refund of booth fee.
- Vendors that choose to cease operations, or not set up, or that choose to leave early due to weather conditions must notify the supervisor of their decision.

WHITE PLAINS FARMERS MARKET RULES AND REGULATIONS - 2024 SEASON

For the purpose of these rules and regulations, “Market Hours” means the advertised hours of operation. “Promoter” means Bensidoun USA, Inc., “Space,” means the area rented by the Vendor from the Promoter. “Vendor” means an applicant confirmed to participate in a market by the Promoter. “Vendors” means each applicant confirmed to participate in a market by the Promoter. “Licensor” means the City of White Plains. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate. All Vendors will be notified of any such changes.

1. VENDORS must comply with all applicable Federal, state and local laws, rules and regulations, including, but not limited to, health and licensing.
2. VENDORS are responsible for paying all applicable Federal, state and local taxes.
3. Products must be deemed appropriate for a family audience by LICENSOR. No drug paraphernalia or sexually explicit material will be tolerated. In addition, VENDORS shall only sell fresh produce, fresh vegetables or other fresh edible products that are of good quality, all of which shall be consistent with a fresh food farmers market theme; provided, however, that each such VENDOR may offer for sale products that do not meet such requirements that do not exceed five (5) percent of the selling area of such VENDOR; provided, further, that LICENSOR may waive the restrictions contained in this sentence by providing prior written consent to the sale of specific products by specific vendors that do not comply with such restrictions, which consent may be granted or denied in LICENSOR’S sole discretion. Should LICENSOR determine that the VENDOR is offering products for sale in violation of this paragraph 3, LICENSOR may demand that the VENDOR vacate his/her/its space(s) immediately. Furthermore, LICENSOR may prohibit the VENDOR from licensing future space.
4. VENDORS must be prepared to sell at the start of MARKET HOURS and must continue to sell until the close of MARKET HOURS, unless weather conditions on a MARKET DAY render the operation of the MARKET impractical. Loading and unloading will occur only before and after MARKET HOURS.
5. VENDORS will at all times be polite with customers and will use their best efforts to enthusiastically sell their products.
6. VENDORS must continually keep their spaces as clean as practically possible. VENDORS must provide their own disposal bags, in accordance with local ordinances, into which they will put rubbish collected within their respective space(s).
7. VENDORS who bring their products in wooden crates or boxes must take those crates or boxes back with them at the close of MARKET HOURS.

8. VENDORS may only park and load their vehicles in areas designated by LICENSOR on the Licensed Property. Anyone violating the parking regulations will be fined/towed away at their own expense.
9. VENDORS will cooperate with, and participate in, promotions organized by Promoter (for example, contributing a reasonable amount of the VENDOR'S product to MARKET customer giveaways) and may be asked to provide information for publicity.
10. All sales by VENDORS to MARKET customers are final unless VENDORS, in their own discretion, determine otherwise. Signs stating all sales are final must be posted.
11. VENDORS must provide a ACORD Certificate of Liability Insurance listing Bensidoun USA, Inc. as an additional insured prior to participation in the market.
12. VENDORS must haul out any garbage generated during the course of business and must leave their booth's space swept clean of any refuse.
13. If LICENSOR OR PROMOTER determines, in THEIR sole discretion, that VENDOR is not selling appropriate products, or that VENDOR or its employee's conduct is inappropriate at any time, the LICENSOR OR PROMOTER may request the VENDOR vacate its space immediately. The VENDOR agrees to comply with any such request. The LICENSOR OR PROMOTER will have the right to prohibit any such VENDOR from leasing future space.
14. VENDOR acknowledges and agrees that assignment of booth location at each Farmers Market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment to VENDOR of a booth location at a Farmers Market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that same location to VENDOR on future dates.
15. VENDOR acknowledges and agrees a) VENDOR shall not be entitled to a refund for any fees paid for failure to participate in a Bensidoun USA, Inc. Market that such VENDOR has been accepted to; and b) VENDOR shall be assessed a \$40.00 cancellation penalty if such vendor fails to provide 24 hour cancellation notice.
16. VENDOR certifies that all persons assisting in the VENDOR'S booth have read and fully understands these rules and regulations and will abide by them.
17. VENDOR understands that none of the following conditions guarantees participation by such VENDOR in a particular market and/or for a particular date or a particular VENDOR space in a market: 1) the receipt of this application, 2) the acceptance of this application by Bensidoun USA, Inc. 3) the designation of eligibility status of a VENDOR to participate in the Bensidoun USA, Inc. markets on either a full-time or part-time basis, 4) payment by VENDOR or 5) prior participation by a VENDOR
18. in any market. Bensidoun USA, Inc. retains the right at any time, including during the operation of a market, to reject participation of a VENDOR in a market in its sole discretion, and to issue a refund of VENDOR payment as the VENDOR'S sole remedy. At the sole discretion of Bensidoun USA, Inc. any payment received for a particular market may be reallocated by Bensidoun USA, Inc. to 1) a different date, location or time based on events that occur after the remittance of payment; 2) or to outstanding fees/ penalties owed to Bensidoun

USA, Inc. by VENDOR. This application will be used by Bensidoun USA, Inc. to assess VENDORS for their appropriateness and potential eligibility for participation in specific Bensidoun USA, Inc. Markets.

19. All decisions regarding the eligibility of a VENDOR for participation in a particular market will be made solely at the discretion of Bensidoun USA, Inc. and shall not be contestable by VENDOR.
20. Bensidoun USA, Inc. does not guarantee a specific booth location at any market. Vendors are required to bring, erect, secure and weight their own tents. Vendors are solely responsible for any damage or injury that should occur due to negligence in erecting, securing and weighting all tent(s) that they use at the market.