



# Irrigon Farmer's Market

**Every Tuesday Night**

**5:30pm-8pm**

**June 3rd - August 26th**

**In Irrigon at the Event Plaza**

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**NOW ACCEPTING VENDOR APPLICATION  
FOR THE 2025 SEASON.**

**APPLICATIONS AVAILABLE AT IRRIGON CITY  
HALL OR ON THE WEBSITE. NO FEES ARE  
PROJECTED. COME SELL AS LITTLE OR AS MUCH  
AS YOU LIKE!!**



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## VENDORS:

Set-up begins at 5:00 pm. No sooner

- Produce/Farm Products
- Nursery Plants/Products
- Ready-to-eat Foods
- Artisan Goods
- Agritourism/Education
- Food Trucks
- Entertainment

## CONTACT US:

[www.ci.irrigon.or.us](http://www.ci.irrigon.or.us)

[irrigonfarmersmarket@ci.irrigon.or.us](mailto:irrigonfarmersmarket@ci.irrigon.or.us)

541-922-3047

Irrigon City Hall

500 NE. Main Ave. Irrigon, OR 97844

Event Plaza

420 NE Main Avenue



**Irrigon Farmers Market**



## City of Irrigon

500 NE Main Avenue  
PO Box 428  
Irrigon, OR 97844  
(541) 922-3047, Fax (541) 922-9322

DATE SUBMITTED \_\_\_\_\_

# APPLICATION FOR FARMER'S MARKET

Create and provide a market place for local farmers and vendors that enhances the business, nutritional, and community health of Irrigon and the surrounding area.

(After Memorial Day – End of August)

### STAFF RENTAL NOTES

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### APPLICANT INFORMATION

NAME OF APPLICANT: \_\_\_\_\_

ORGANIZATION/BUSINESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ 2nd PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTACT PERSON(s): \_\_\_\_\_

*This person will be responsible for the event and must be present and available to staff during entire event*

### EVENT INFORMATION

TYPE OF : VENDOR \_\_\_\_\_

Additional Time Requests or Ongoing Use Request (please include dates, day of the week and hours) \_\_\_\_\_

#### CLASSIFICATION INFORMATION:

Is the vendor a licensed food service?	YES	NO
Are you a 501(c) non-profit organization?	YES	NO
Will you need electrical hook-ups	YES	NO
Is the vendor also a fundraiser?	YES	NO
If yes, please describe		

**ADDITIONAL EQUIPMENT:** Available equipment varies by facility and may require an additional charge, please see facility information sheet for more details.

Equipment requested:

**All Licenses and Insurance Documents must be included with this application**

#### ORGANIZATION TYPE:

Farm: \_\_\_\_\_

Nursery/Floral: \_\_\_\_\_

Restaurateur: \_\_\_\_\_

Art/Craft: \_\_\_\_\_

### PAYMENT INFORMATION

#### For Staff Use

Vendor Fees \_\_\_\_\_ Payment Method \_\_\_\_\_ Date \_\_\_\_\_

Receipt# \_\_\_\_\_

Instructions \_\_\_\_\_

Fees Paid \_\_\_\_\_ Insurance Form Rec'd \_\_\_\_\_

Vendors under 12 years old exempt from fees: \_\_\_\_\_

**CITY OF IRRIGON**  
**FACILITY USE AGREEMENT**

Initials

**RESPONSIBILITY OF USERS AND CONDITIONS OF USE**

- Permission for use of the facilities will be granted upon the condition that all rules and policies governing the use of said facilities are followed and all necessary fees and deposits are paid. Permission for use may be revoked at any time if user fails to do so.
- The requesting group and its representative signing for the facility are responsible for the conduct of their guests and all damage to the facility during the time of use. Damages to the building, carpeting, floors, etc. may result in forfeiture of deposit. If the deposit does not cover the additional users will be billed for the outstanding balance.
- Users of recreation facilities shall be responsible for damage or theft of City property during the period of use.
- Any group failing to exercise proper care and responsibility in the maintenance of the facility may be refused use of the facilities in the future.
- The City reserves the right to cancel, reassign or otherwise adjust reservations to comply with the demands of its own programs, community programs, or emergency requirements.
- The requested organization or group representative shall be required to pay a security deposit at the time the permit is submitted. A portion of the deposit is refundable after the use date and will be returned to the applicant within approximately 2 to 4 weeks unless damages, additional maintenance or services are assessed.
- All fees must be paid and necessary forms submitted at least 30 days prior to use. Failure to do so may result in the cancellation of your event.
- Property damage and public liability insurance in the amount of \$500,000-\$1,000,000 may be required for use of any City Facility. The City of Irrigon must be named as additional insured on the certificate (additional endorsement may be required).
- Depending on the nature of your event the City of Irrigon may require additional terms and conditions of use.
- If the police are called to settle disturbances, fights, etc. as a result of the group renting the facility, the group may be charged for police time and the event may be shut down with no refunds.
- If the event exceeds the expected attendance stated on the contract the event may be shut down with no refunds given; if your expected attendance has changed this must be approved by the City (during normal office hours) prior to the event.
- Facility use fees are accurate at the time the rental contract is signed. Facility use fees are periodically reviewed by City Council and any changes to the approved fee schedule will be applied to all rental contracts unless the effective date is less than 30 days prior to an event.

Initials

**HOURS OF USE**

- The hours of use stated on the rental contract are the ONLY hours groups will be permitted to be in the rental space (this includes setup, cleanup, time needed for caterers or DJs and rehearsal time).
- Any time the group remains in the rental space after the hours of their contract they will be billed and the amount deducted from their rental deposit at 1.5 times the hourly rental rate for the room (rounded up to the 1/2 hr.).
- City facilities and staff will not accept any deliveries on behalf of rental parties.
- Hours of use may be changed up until 30 days prior to your event. A request to change hours less than 30 days prior to an event is not guaranteed and must be approved by the facility coordinator.
- User must remove all equipment, decorations and other belongings from the building at the end of their rental time. No belongings may be left overnight without written permission.
- Please notify City staff when your party arrives and is ready to leave (staffed buildings only).

Initials

**FACILITY SAFETY AND SECURITY**

- Users are responsible for the security of the facility. Double check all doors and windows are secure inside and out.
- The signed renter of the facility or their designated representative must remain on site at all times during the event. This person also must be available to City staff throughout the event.
- The facility lights must remain on at all times.
- Any security personnel or event staff must wear clothing identifying them as such.
- If security personnel are in attendance they will maintain and monitor all entrances to the facility.
- Smoking is not permitted in any City facility or within 25 feet of any exit, entrance or operable window.
- No persons wearing or carrying any gang attire or bandanas will be allowed to enter event.
- Food and drink are not allowed in any facility lobby area.
- Reserving party is responsible for damages.
- No alcoholic beverages or illegal substances allowed on City property.
- Other than assistive animals (guide dogs), pets are not allowed inside Children's Park. At parks, pets must be kept on a leash and owner remove any animal waste.
- Unless specifically authorized and noted otherwise, reserving party is responsible for set-up and clean up.
- The City of Irrigon areas are tobacco-free. No tobacco use is allowed.
- Other local and state regulations may apply.
- In the case of weather-related cancellations and/or closings of recreation facilities, the City will issue such notice thru standard public information format. In such cases, the reserving party will have the option of receiving a full refund or rescheduling the event. If the reserving party cancels an event, that party is responsible for notifying both the City and the appropriate media. In such cases, the normal cancellation policy will apply.

**HOLD HARMLESS AGREEMENT**

The applicant shall save, keep and hold harmless the City, its officers, agents and employees and volunteers from all damages. Costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of applicants use of City facilities or equipment including but not limited to, claims for damages for death, personal injury, property damage, which he or any organization of which he is a member, may have or that may hereafter accrue to him or his organization, as a result of the use of these facilities which may be occasioned by any willful or negligent act or omissions of the applicant, any of the applicant's employees agents, volunteers or any subcontractor. The City will not be held liable for any accident, loss, claim, liability, damages and/or injury to persons and property that in any way may be caused by or during applicants use or occupancy of said areas and/or facilities.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

The undersigned who is to be in charge of this function is twenty-one years of age or older

*With my initials above and signature below I certify that I am over 21 years old and agree on behalf myself and any organization I am representing that I have read and understand all of the policies laid out on this form and will abide by all of the policies and conditions of use set forth by the City of Irrigon for facility use.*

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Irrigon Farmers Market Rules and Regulations Amended 3-19-2019

Create and provide a market place for local farmers and vendors that enhances the business, nutritional, and community health of Irrigon and the surrounding area.

### **I. Location, Hours and Dates:**

The Irrigon Farmers Market (the "Market") will be open to the public each Saturday Memorial Day weekend (May) through Labor Day weekend (September)(the "Market Season"), unless the City determines otherwise in its sole discretion. Each weekend, the Market will be located in on the lot just west of the Irrigon City Hall/Library. The Irrigon Farmers Market reserves the right to refuse to do business with any vendor and to prohibit the sale of any product from the Market, especially those items already excluded according to Irrigon City Code or state and federal law. Market hours are between 5:30 PM and 8:00 PM during the "Market Season", but may be modified, extended or closed by the city due to weather, emergencies or other unforeseen extenuating circumstances. Ample notification will be made as feasibly possible.

**II. Product Guidelines:** Resale of wholesale products is limited to produce not being grown and sold by market vendors. Please contact the market managers for more detailed information.

1. Produce and Farm Products. All local produce and farm products sold at the Market is desired to be 100% grown, produced or collected in Oregon or SE Washington. Each vendor may sell other farm products so long as such products are 100% grown, produced or collected in Oregon or SE Washington, conform to these Rules and Regulations, and are fully disclosed in the Vendor Application. The following local produce and farm products may be sold at the Market, such as: vegetables, fruits, melons, berries, herbs, nuts, flowers, plants and other agricultural or horticultural products, including soaps, cheeses, seafood, poultry and meats. All vendors of produce and farm products must comply with all relevant federal, state, county and local health regulations and licensing guidelines.

2. Nursery Products and Plants. All nursery products and plants sold at the Market must be propagated by the vendor from plugs, seeds, cuttings, bulbs or plant divisions and sold in standard, non-decorative nursery containers. A nursery vendor may sell a finished product purchased from another grower. All vendors of nursery products and plants must comply with all relevant federal, state, county and local health regulations and licensing guidelines.

3. Food Products. An important part of the market experience is to provide a means for the Irrigon community to discover ways that local produce and farm products can be prepared

and enjoyed. Therefore, the City may allow a limited number of vendors to sell processed foods and restaurant-style foods.

(a) Processed Foods. Examples of processed foods include sauces, jellies, preserves, frozen fruits, honeys, juices, ciders, vegetables, and baked goods to name a few. All vendors of processed foods must comply with all relevant federal, state, county and local health regulations and licensing guidelines. Oregon's Farm Direct Marketing Law allows farmers to turn what they grow into low-risk, value added products and sell them directly to consumers without being licenses food processors. Some questions to consider: Is the product one of the items listed above? Is the product sold directly to the consumer? Does the famer grow all the principle ingredients? Is the product processed by the farmer?

(b) Restaurant-Style and Home Baked Foods. The Oregon Legislature created a small business opportunity for home bakers to sell fresh baked good and confectionary items from their home kitchens. Foods may include those that are served in anticipation that they will be immediately consumed on the premises. All restaurant-style foods must be made locally by the vendor or under the direction of the vendor from fresh and raw ingredients. All vendors of restaurant-style foods must comply with all relevant federal, state, county and local health regulations and licensing guidelines. In determining whether to allow a vendor to sell its restaurant-style foods at the Market, the City may consider the following: (i) whether the food contains raw ingredients grown, produced or collected by the vendor, or another vendor in the Market, (ii) whether the food is made from scratch, (iii) whether the food, if ethnic, is authentic in style and preparation, (iv) whether the food is produced by a local business, (v) whether the vendor will specialize in a small selection of items, and (vi) whether the food is distinctly different from foods already represented in the Market. Please see a market manager for additional information.

4. Crafts and Artisan Goods. The City, in its sole discretion, may allow vendors to sell crafts or artisan goods not to exceed 15% of booths within The Market. Such items may be homemade crafted items, paintings, soaps, oils, flower arrangements, etc. A team will be appointed by the City to ensure approval and compliance.

5. Discretion and Authority of the Board of Directors. The Market recognizes a need for diversity within the products that are sold at the Market. To facilitate this, the City, in its sole discretion and authority, may permit exceptions to the product guidelines set forth in this Section II. The City, in its sole discretion and authority, also may accept or reject a Vendor Application to sell (a) local produce and farm products, (b) nursery products and plants, (c) processed foods and restaurant-style foods, and (d) crafts and artisan goods.

### **III. Market Operations:**

1. Commencement of Sales. Sales are not permitted before opening time on Saturday without the prior approval of the City. Vendors who sell their products before opening of market on Saturday will be subject to a fine, and may not be allowed to participate in the next scheduled market.

2. Assignments. The City or appointed Team Liaison has sole discretion and authority to determine a vendor's stall location within the Market. Every effort will be made to accommodate vendor preferences, but no stall location is guaranteed on an on-going basis. Vendors may be asked to change stall locations at the discretion of the City or appointed Team Liaison. Spaces not occupied by market opening on Saturday may be reassigned to another vendor.
3. Booth Set Up. All vendors must be prepared for operation by starting time of market. Vendors who are not prepared for operation may not be allowed to participate in the next scheduled market. Booth set up for spaces larger than 10 x 10 is permitted with prior approval by Market Manager. All booths must be staffed between the designated Market Hours. Contact a market manager for spaces utilized in and under the gazebo.
4. Booth Disassemblment. Vendors may not disassemble booths before closing on Saturday without the permission of the City or Appointed Team Liaison. Vendors who disassemble booths before may be subject to a fine, and may not be allowed to participate in the next scheduled market. The market closes promptly at closing time. All vendors spaces must be cleaned up and vacated immediately of all refuse, displays, and any unsold goods.
5. Vehicle Loading and Unloading. No vendors will be allowed to load or unload their products from their vehicles while illegally parked. Vendors illegally parked, reserve parking spaces or leave vehicles in the market area may be subject to a fine. Vendors will be required to remove their vehicles prior to the opening of the market on Saturday and park in the main City Parking lot, east of City Hall. The City and Appointed Team Liaison have the sole authority to reserve parking spaces on behalf of the vendors.
6. Booth Dimensions. Individual booth dimensions will be specified in the Vendor Application. The City or Appointed Team Liaison may take measurements to confirm that the vendor is using the space requested in the Vendor Application. Additional charges may apply if the dimensions differ from the dimensions specified in the Vendor Application.
7. Booths, Tables, Tents and Canopies. Vendors are responsible for their own booths, tables, tents and canopies. All tents and canopies must have each corner post anchored with at least 20 pounds of weight. Vendors without adequate corner weights will be subject to a fine.
8. Signs. Each vendor is required to post a sign that identifies its farm or business name, location of its farm or business, and telephone number. Each sign must be legible, visible and securely attached to the booth or stall. Each vendor must make every effort to assure that its sign does not impede pedestrian traffic. Use of the word "organic" is prohibited unless the vendor's product has been certified. Vendors are encouraged to provide additional information regarding products and farming practices.
9. Booth and Stall Space. Each vendor is responsible for keeping its space clean and attractive during market hours. Such cleaning shall include the removal of garbage and the sweeping and removal of debris. Each vendor is required to remove their own refuse and unsold products from the market premises after the Market closes.

10. Restrooms. Vendors may use the portable ADA stall provided by the City.
11. Cancellations. Vendors are responsible for their booth fees each week. Vendors who will be absent must notify the City or Appointed Team Liaison at 541-922-3047 by 12PM two (2) days prior to the weekly market. Vendors who fail to provide appropriate notice will be charged a fine for no call/no show.
12. Vendor Conduct. Vendors will conduct themselves professionally and courteously. Vendors may not verbally call attention to their space by calling out beyond the borders of their space. Pets are not permitted in or around stalls. Vendors are responsible for their own actions and behavior, and the actions and behavior of their staff members. Vendors, and their staff members, must be appropriately dressed at all times. No bare feet are allowed within the Market.
13. Sampling. Sampling may only occur within the confines of a vendor's booth or directly in front of the booth. The sampling vendor must ensure that customers have clear access to adjacent vendors and may not intrude on another vendor's space. Vendors will provide a trashcan for any refuse from the distribution of samples. All vendors who offer samples must comply with all applicable laws, rules and regulations, including the Farmers' Market Guidelines prepared by the Oregon Department of Agriculture.
14. Random Vendor Checks. The City or Appointed Team Liaison will conduct random checks of all vendors to ensure compliance with all relevant rules and regulations and to ensure the safety of all customers and vendors. If a vendor fails to comply with one or more rules and regulations, a written warning will be issued that lists the observed deficiencies. Continuous or repeated failure to comply with the rules and regulations may result in a fine and in suspension, termination or expulsion from the Market.
15. Forbidden Activities. The Irrigon Farmers Market is not a forum for political, religious, or business solicitation activities.
16. Animals: No animals of any kind unless ADA approved such as a sight and/or assisting dog.

#### **IV. Fees: Note: All fees suspended for the 2019 Season**

Application Fee - \$20.00: Each vendor must submit a one-time nonrefundable application fee in connection with its Vendor Application.

Annual Membership Fee - \$25.00: There is a one-time fee of \$25, due with completed application. This fee enables The Irrigon Farmers' Market the funds necessary to pay for use of advertisement, refreshments, and market necessities. If application is denied dues will be refunded. Children under 18 are exempt from this fee when parred with agriculture non-profit.

Vendor/Booth Fee - \$10 per market or (\$20.00 per month): Every vendor is required to pay a weekly booth fee (10x10) by Friday prior to market attendance. An envelope and tally sheet will be delivered toward the beginning of every market and vendors must return the envelope



and completed tally sheet with appropriate fee to the liaison at the end of every market. EBT and debit tokens need to go in the envelope and the vendor will be reimbursed by check the following week. The Irrigon Farmers' Market uses the information gathered to determine market growth. The market fee, which may be paid, yearly, monthly or weekly, as set forth in the Vendor Application. Repeated or continuous failure to submit weekly market fees in a timely manner may result in the suspension, termination or expulsion of the vendor from the Market at the discretion of the Appointed Team Liaison or the City.

Refer a new vendor or farmer to sell and join the Irrigon Farmer's Market receives a free week at the market. Children under 18 are exempt from this fee when parred with agriculture non-profit.

Community Table: 20% of daily sales. Products must be an AG produce grown product.

Consignment: Produce may be placed on consignment at The Irrigon Farmers' Market booth to be sold by the Market Liaison. All items must be labeled with prices. Any proceeds from consignment items or remaining items must be picked up before market closure or proceeds will be donated to The Irrigon Farmers' Market and produce items will be donated to a food bank

Fines for Various Issues - \$50.00: The following are various fines/penalties listed throughout these rules and regulations.

- Selling products before market opens.
- Booth/space Disassemblment: Taking down before market closes, without Liaison approval.
- In-adequate corner weights to tables, tents and canopies.
- No call/no show.
- Failure to cancel with appropriate notice
- Illegally/wrongfully parking as noted under loading and un-loading.

## **V. Compliance with Federal, State and Local Rules Regulations:**

All vendors must comply with federal, state, county and local rules and regulations related to the production and sale of their products. This includes, but is not limited to, compliance with (1) federal, state and local health licensing requirements, (2) the Farmers Market Guidelines prepared by the Oregon Department of Agriculture, (3) standards governing labeling, packaging, display and weight, including scale certification with the Oregon Department of Agriculture Measurement Standards, and (4) State Fire Code. Failure to conform to such rules and regulations may be grounds for removal from the Market and forfeiture of fees. Copies of all licenses, permits and certifications must be included with the Vendor Application. Licensing requirements change from year to year. It is the vendor's responsibility to check with the appropriate licensing authorities.



## **VI. Liability Insurance:**

The Market does not assume responsibility for general or product liability. Vendors who sell consumables at the market (ready to eat items) require a Food Handler's License and must have general liability insurance with a minimum of \$1,000,000 and must provide a copy of the Certificate of Insurance listing the Irrigon Farmers Market as an additional insured in order to participate in the Market. Vendors will not be allowed to participate in the Market until the Market receives such Certificates of Insurance. In the event that the vendor has not provided such Certificates of Insurance, but the space is reserved on the vendor's behalf, all monthly market fees remain due and payable. All other market vendors are covered under the city's insurance for city event coverage.

## **VII. Indemnification:**

Each vendor agrees to indemnify, defend, reimburse and hold harmless the City, The Market and its officers, employees, representatives, and agents from and against all liabilities, obligations, claims, demands, losses, damages, causes of actions, lawsuits and costs and expenses (including reasonable legal fees) of any nature arising out of or related to (a) its activities, actions or conduct, (b) the activities, actions or conduct of anyone under its direction, or (c) the sale or consumption of its products.

## **VIII. Enforcement of Rules and Regulations:**

The Appointed Team Liaison is responsible to the City, and has ultimate on-site authority to enforce all rules and regulations. If a vendor violates a rule or regulation, the Appointed Team has discretionary authority to impose an appropriate disciplinary action, which may include a fine, a written warning, or the suspension, termination or expulsion of the vendor from the Market. If the vendor is suspended, terminated or expelled, the vendor will forfeit all fees. A vendor may appeal any decision of the City Manager in writing to the address provided in Section XI. However, vendors are not entitled to receive a response from the City, nor are vendors entitled to appear in person before the City Council. The failure of the Appointed Team Liaison, The City Manager or the City Council to enforce any provision of these Rules and Regulations shall not be deemed a waiver of that provision or of the right of the Appointed Team Liaison, The City Manager or the City Council to enforce that or any other provision at a later date.

## **IX. Sale of Other Products:**

Each vendor understands that its Vendor Application relates only to the products described on the Vendor Application. If the vendor desires to sell any additional products, the vendor is required to complete a separate Vendor Application. Each vendor understands and agrees that, if the vendor sells any products not described in its Vendor Application, the Appointed Team Liaison or City Manager has discretionary authority to impose an appropriate disciplinary action, which may include a fine, a written warning, or the suspension, termination or expulsion of the vendor from the Market. If the vendor is suspended, terminated or expelled, the vendor will forfeit all fees.

**X. No Right to Sell or Participate:**

These Rules and Regulations do not create any rights to sell or otherwise participate in the Market. Similarly, acceptance of a Vendor Application and the ability to participate during one season does not guarantee, or indicate a likelihood of, acceptance and ability to participate in any future seasons. The City reserves the right to accept or reject a Vendor Application in its sole discretion. The City reserves the right to prohibit the selling of any particular produce or product, including those products that meet the product guidelines outlined above, in its sole discretion.

**XI. Notices and Other Communications:**

All notices and other communications shall be sent to the parties at the following address:

Irrigon Farmers Market  
c/o City Manager  
PO Box 468  
Irrigon, Oregon 97844

AMENDED AND APPROVED AND PASSED BY THE COMMON COUNCIL  
AND SIGNED ON THIS 19th DAY OF April, 2022.

SIGNED:

ATTEST:

\_\_\_\_\_  
Original Signed

Margaret Anderson, Mayor

\_\_\_\_\_  
Original Signed

Aaron Palmquist, City Manager