



## 2021 GROVE FARM VENDOR RULES

The submission of a Grove Farm Market Application serves as the vendor's agreement to abide by the rules detailed below. Violations of the rules may be grounds for warnings and/or dismissal from the market.

### SAFETY

Per CDC recommendations, vendors and customers are no longer required to wear face coverings/masks; however, social distancing should still be enforced, and vendors should not attend the market if they are not feeling well.

Vendors must review and adhere to the 'Grove Farm Market Shopping Guidelines'.

### MARKET OPENING AND CLOSING

Vendors should access the park through the Kikowaena St entrance between 9:00am and 9:20am to set up. Those arriving after 9:20am may not be permitted to drive in.

Vendors are allowed to leave early; however, they will not be permitted to re-enter. All vendors must be packed up and out of the park by 1:00pm.

A horn will sound at 9:30am to signal the opening of the market and allow vendors to begin selling.

### SETUP

Vendors must supply their own tents, tables, chairs, etc. Each vendor must leave his or her selling area clean and in orderly condition. All refuse and unsold goods must be removed from the market area by the vendor as onsite trash disposal is not provided.

### ATTENDANCE

Vendors must provide advance notice no later than the **Friday before by 8am** if they will not be at the market. Notice must be made by emailing [nige@grovefarm.com](mailto:nige@grovefarm.com). Excessive uncommunicated and/or late notifications of absences may result in relocation or forfeiture of their space.

### ALLOWED VENDORS AND PRODUCTS

Only registered vendors are allowed to sell/display products. Vendor spaces should not be used for any other purposes without Grove Farm's prior written permission.

Vendors are permitted to sell **approved** items noted on their application. The Grove Farm Review Committee reviews all vendor applications and reserves the right to approve/deny based on: product(s) sourcing, product(s) quality, overall vendor mix, etc.

## **WEATHER**

The market will be held rain or shine. In the event of closure due to severe weather, we will notify you by email, phone or text message.

## **FEES**

Market fees are to be prepaid 1 calendar month in advance and are **due on or before the 1<sup>st</sup> Saturday market of the month**. Payments may be made in person to any Grove Farm representative at the market or mailed/dropped off at the Grove Farm Office. Market fees are non-refundable and do not carry over from month to month in the event of non-attendance. Late and/or unpaid market fees may result in forfeiture of your space.

## **PROHIBITED ITEMS**

Smoking, outside alcoholic beverages, and firearms are not allowed.

## **HEALTH AND SAFETY REGULATIONS**

Vendors are responsible for obtaining all necessary permits from the State Department of Health as well as complying with regulations related to the sampling, production, labeling, and/or safety of the product(s) offered for sale at the market.

## **INSURANCE**

Vendor shall provide a general liability insurance policy in an amount not less than \$1 million naming Grove Farm as additional insured.

Grove Farm Properties, Incorporated  
3-1850 Kaumuali'i Hwy  
Lihue, HI 96766

## **MARKET MANAGEMENT**

Grove Farm employees will be on-site each week and have complete authority to interpret and implement market rules.

## **GRIEVANCE POLICY**

Vendors or customers may submit comments/complaints by sending an email explaining their issue to Nikki Ige at [nige@grovefarm.com](mailto:nige@grovefarm.com). Complaints will be reviewed and responded to via email and/or over the phone.

## **INDEMNIFICATION**

Vendor shall indemnify, defend, and hold and save Grove Farm, and their respective officers, directors, agents and employees (together, the "Indemnified Parties"), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the Vendor's use of the space, including liability caused in whole or in part by the Indemnified Parties.

Vendor shall, at its own expense, appear, defend, and pay all attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, Vendor shall, at its own expense, satisfy and discharge same.