

# FOOD VENDOR APPLICATION



## WILLMAR AREA MULTICULTURAL MARKET FEES

- Daily Fee \$25 Mon-Fri, \$35 Sat – Sun (*daily fee indicates 4hr blocks*)
- Weekly Fee \$100 for 4 to 7 consecutive days
- Monthly Fee \$350 per month

Fee includes use of the Kitchen space and established Kitchen equipment.

\*Day table fees are subject to change\*

## MINIMUM QUALIFICATIONS FOR FOOD VENDORS

- Food Managers Certificate
- Product Liability Insurance
- Worker's Compensation Insurance (for businesses that have employees)
- MN Tax Identification Number (for businesses that have taxable sales or employees)

## CONTACT INFORMATION

NAME \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Business Name (*if applicable*) \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

## LICENSE & MEMBERSHIP INFORMATION

All vendors must complete the ST-19 Sales Tax form

PLEASE NOTE WHEN FILLING OUT FORM ST-19: If you do not sell taxable items, check the box marked "I am selling only nontaxable items" and sign the bottom. If you do sell taxable items, you must fill in you MN Sales tax number (if you need a MN sales tax number, call the number on the back of the form.)

Are you selling any taxable items?  Yes  No

If yes, attach a copy of your permit. MN sales tax number \_\_\_\_\_

Are you selling any packaged, refrigerated or frozen foods for off-site consumption?

Yes  No

If yes, attach a copy of your Market Food Distributor License. License # \_\_\_\_\_

Are you selling or preparing foods for immediate consumption?  Yes  No  
If yes, attach a copy-of your Market Food Manufacturer License.  
License# \_\_\_\_\_

## INSURANCE AND LIABILITY RELEASE AND WAIVER

I hereby release, forever discharge and hold harmless Willmar Area Multicultural Market (WAMM) and the board of directors and assigns, from any and all liability, claims and demands of whatever kind of nature, which arise or may hereafter arise from or in connection with my participation in the WAMM Kitchen. I take full responsibility for the use of the Kitchen space at WAMM, and all products that I bring to sell at the WAMM Kitchen.

*Vendors selling any kind of food (including produce) will not be allowed to sell at the market without giving proof of Product Liability Insurance.*

Initial here to indicate that you understand and agree to the above paragraph: \_\_\_\_\_

Product Liability Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

Agent \_\_\_\_\_ Address \_\_\_\_\_

Please provide a copy of your insurance policy declarations page or certificate of insurance showing coverage limits together with this application.

Workers Comp. Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

Agent \_\_\_\_\_ Address \_\_\_\_\_

## PERSONNEL AND PRODUCTS

List all persons who will prepare and/or sell your product at the WAMM Kitchen. Please update when you hire new people to work at the market.

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Please list here all of the supplies you will be bringing to the WAMM Kitchen and your end product.

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### DEPOSIT

All vendors must pay a deposit of \$25 to be submitted with this application payable to WAMM together with their application. This deposit will serve to reserve the date(s) on application if the applicant is accepted, and will serve as a damage deposit for equipment used and clean-up of space. Please see “WAMM Kitchen Rules” for more information on equipment use and care and kitchen clean-up. Deposits will be refunded to the applicant if the application is not accepted or will be refunded to the day table operator upon after completion of agreement if all equipment has been returned in good condition and the WAMM Kitchen has been sufficiently cleaned.

### RESERVATIONS

Please submit a proposed schedule of days and hours that you would like to sell at the WAMM Kitchen.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Date							
Start Time							
End Time							

After your application has been accepted, WAMM staff will let you know which days we can reserve for you. Reservations are not guaranteed until WAMM staff has notified you that your request has been accepted AND they have delivered to you. See “Rules for WAMM Kitchen vendors” for more information on Kitchen reservation procedures, setup and tear down procedures.

## AGREEMENT

You may not sell at WAMM until you have paid both your deposit and your daily fee, your application has been approved, and signed by WAMM Kitchen coordinator.

I understand that I am only allowed to sell the product specifically listed in the section above called “products to be sold at the WAMM Kitchen” and agreed upon by the WAMM Kitchen coordinator. I understand that the sale of any other products could result in immediate revocation of vendor agreement.

I have read and understand the rules of operation for all vendors conducting business at WAMM. I agree to abide by these rules. I certify that all information given here is accurate.

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Signature of Vendor

Date

### FOR OFFICE USE ONLY

Application  Approved  Denied

Include Copy of:

Insurance  Food Managers Certificate

Worker’s Compensation Insurance (for businesses that have employees)

MN Tax Identification Number (for businesses that have taxable sales or employees)

WAMM Kitchen Coordinator: \_\_\_\_\_

Date: \_\_\_\_\_

# APPLICATION REVIEW PROCESS



## REVIEW OF MINIMUM QUALIFICATIONS FOR FOOD VENDORS

- ❑ All food vendors must have a Food Managers Certificate.
  - If you would like information to obtain a Food Managers Certificate please contact WAMM Coordinator Roberto Valdez at 320.905.3966
- ❑ All food vendors must carry their own product liability insurance and must present a copy of the declarations page of their insurance policy or certificate of insurance together with this application.
- ❑ Evidence of Worker's Compensation Insurance for businesses that have employees must be presented in the form of the insurance company name and policy numbers.
- ❑ Form ST-19 requesting the MN Tax Identification Number must be completed in full.

## SELECTION CRITERIA

- ❑ Your application for use of the WAMM Kitchen will be reviewed according to the following principles:
  - Proposed products are consistent with WAMM's approved product categories;
  - Proposed products offer the potential to bring forward different customers to WAMM;
  - Proposed products improve the overall mix of product offerings at WAMM;
  - Applicant has a reasonable understanding of costs (start-up and operating) and realistic sales projections (i.e. business concept is viable);
  - Applicant had management capacity to meet operating expectations at WAMM; and
  - Kitchen space applied for is available and proposed daily set-up and tear-down times fall within WAMM standards.

# WAMM KITCHEN POLICIES



## GENERAL PROVISIONS

- WAMM reserves the right to change the rules, policies, procedures and pricing for Kitchen use at any time as it sees fit.
- WAMM reserves the right to schedule the rotation of any vendors to provide a changing selection for customers.
- The reservation dates will be allocated in a manner viewed as being in the best interest of WAMM.
- Smoking is prohibited in WAMM Kitchen and around its entrances.
- No alcoholic beverages are permitted on the WAMM premises.
- No pets or animals are permitted within the WAMM premises.

## RESERVATION & PAYMENT PROCEDURES

- Vendors that qualify with all of the selection criteria are not guaranteed space to sell at the WAMM Kitchen.
- Reservations should be made at least one week in advance and the space will not be held until payment has been made.
- The rates and fees listed on the application are subject to change.
- Rental payments must be made in cash or by check payable to WAMM. Receipts will be issued upon payment.
- No shows will be charged 100% of the rental fees and deposit.
- Weekend (both Saturday and Sunday) kitchen reservations will only be permitted for vendors that are also reserving a kitchen on one or more weekdays.
- Hours of operation will be consistent with approved WAMM Kitchen agreement.
- Proof of liability insurance in the amount no less than 1 million dollars may be required at WAMM's discretion and would be requested at the time of booking.

## DEPOSIT & USE OF MARKET EQUIPMENT

- Vendors who are using the WAMM Kitchen will be required to pay a deposit for their use. The WAMM Kitchen can and will charge vendors up to the replacement cost for damage or loss of the market provided equipment. If this cost is higher than the deposit paid, the vendor will be required to make up the difference.
- Vendor is solely responsible for the set-up, ongoing care, and teardown of the WAMM Kitchen provided equipment.

- WAMM Kitchen equipment must be returned to the designated spot in clean and working condition by the end of your agreement time.

## PRODUCTS SOLD IN THE MARKET

- All products sold must comply with all Federal, State, and Municipal laws and standards regarding the sale of these products.
- No products not SPECIFICALLY mentioned in the WAMM KITCHEN AGREEMENT will be permitted for sale at the WAMM Kitchen. If vendor is found selling items that have not been authorized for sale, they will be asked to leave the WAMM Kitchen immediately for that day, will not receive any reimbursement of kitchen fees, and may not be permitted to sell at the WAMM Kitchen in the future.
- None of the following will ever be permitted for sale within the WAMM Kitchen—tobacco products, alcoholic beverages or products, gambling implements, adult or pornographic materials, or pawned items.

## APPEARANCE, MERCHANDISING TECHNIQUES & CUSTOMER SERVICE

- Vendor's merchandise must be displayed in a manner approved by WAMM.
- All displays must be deemed safe and aesthetically pleasing.
- No eating shall be permitted in the kitchen space or within sight of the customer. All food and beverage consumed by the day table vendor should be done so out of sight of customers, and should be thoroughly cleaned and disposed of when complete.
- Kitchen space should be maintained in a clean and orderly fashion at all times.
- Kitchen space and equipment are the only pieces provided to a vendor if vendors choose to use them.
- The day vendor must supply all other equipment needed.
- Common space must be kept clear of all equipment, boxes, storage containers and stock at all times and must be stored out of site of the customers at all times.
- If, in our opinion, any vendor is not making a positive contribution to WAMM or is the recipient of complaints concerning product, attitude or general behavior, then the day vendor may lose his/her right to sell within the WAMM Kitchen. In such a scenario, WAMM will not be obliged to refund any rental payment.
- WAMM will provide window space for signage
- Signage must not be any bigger than 5" by 3" and shall contain no misleading information.

## SET UP & TEAR DOWN PROCEDURES

- Permission to Sell – WAMM will contact vendors who have submitted applications with questions and/or a response to the application. Those vendors that have been accepted for sale in the WAMM Kitchen will be issued at WAMM after having paid both the deposit and the WAMM Kitchen fee for the days requested. Only vendors with signed versions of this application shall be permitted to sell within the market.
- A copy of the WAMM LICENSE AGREEMENT must be kept on hand at all times while the day table is in use and should be presented to market management and security guards upon request.
- A vendor who has not completed set-up by the end of the set-up window they have been accepted for may lose their right to sell in that space for the day and will not receive compensation for the kitchen fee paid for that day.
- Day vendors are solely responsible for setup, breakdown, and clean up of the assigned rental space.
- Loading and unloading is permitted in the designated loading zone only. Parking is not permitted in these areas.
- Day table vendors are expected to clean up and take out all of their own trash, clean the floors under and around the kitchen, and wash and clean all market equipment used. Vendors that leave the kitchen and equipment in poor conditions may be charged a clean up fee.