

**Four Mile Market
3711 Easton Blvd.
248-6310**

**July – August – September 16
Excluding August 19
Wednesdays, 4:00 – 7:00 p.m.
Rain or Shine**

The Four Mile Market, sponsored by the City of Des Moines, Park and Recreation Department, is an open-air market held at Four Mile Community Center. The Four Mile Market is intended to provide an opportunity for all to sell approved items. The market is open to individuals, civic, Fraternal, schools, religious, and other nonprofit groups to sell.

Program Fee

**\$10.00 per vendor per visit, vendors will be allowed to occupy more than one stall.
Stall is equal to 1 car/truck/van length
Stalls to be reserved and paid for by 3:00 pm day of market.
Vendor may not sublet stall**

**Reservations taken on a first come basis at
Four Mile Community Center, 3711 Easton Blvd.
Call 248-6310 to reserve a spot for one day or the entire season.**

**\$110 punch cards are available and are good for all dates.
Punch cards can only be used by the vendor they were issued to.
Punch card is only valid for the year/season purchased.
If you purchase a punch card and you vend at 9 or more of the 11 Market dates,
you will receive a \$20.00 refund after Market's completion.**

Rules and General Information

Failure to comply with the following rules or the authorized directions of the Four Mile Market Supervisor will mean the loss of the vendor's privilege to sell at the Four Mile Market.

Thank you for your cooperation.

- 1. Vendors need to be preapproved to vend and do so by bringing 5 samples of items to be sold To Four Mile Community Center by 12:00 p.m. noon, the Tuesday prior to the Wednesday's Four Mile Market.**
- 2. Vendors will be required to sign a Vendor Release and Waiver of Liability, Assumption of Risk, and Indemnity and Compliance Agreement before being allowed to sell at the Four Mile Market.**
- 3. Vendors are required to be set up ready for business by 3:30 p.m. ½ hour before market opens.**
- 4. Due to limited space, vehicles must be standard size cars, trucks or vans.**

5. Vendors are required to wear shirt, pants/shorts and shoes.
6. Vendors shall furnish their own tables/chairs, pricing signage and their stall. Anyone who is serving samples or serving food in any way must have a hand-washing station at their stall. The surrounding area must be clean and free of debris prior to the vendor leaving the market.
7. Vendors must have sacks available to put purchased goods in for their customers. You can purchase sacks from area grocery stores, through the Iowa Department of Agriculture, and paper distributors listed in the phone book.
8. **Each vendor is responsible for filing state sales tax statements where applicable.** Call Cheryl Pulse, Revenue Agent, at (563) 386-6484 if you have questions as to whether the products you sell are subject to sales tax.
9. **On-site Prepared Food Vendors** are required to obtain Workers Compensation Insurance, if required by Chapter 85 of the Code of Iowa, General and Automobile Liability Insurance to cover the activities of a Vendor conducted at a City sponsored event (**see Exhibit A**). A Certificate of Insurance, along with any required permits or licenses shall be on file with the Fourmile Community Center prior to selling. Questions/concerns regarding Insurance should be directed to the insurance agent or broker through whom you purchase your insurance coverage. Vendors are required to comply with Iowa Sales Tax law and Polk County Public Health regulations governing the preparation, handling and presentation of food. Mats are required to be placed under grills when cooking to protect the ground from grease damage.
10. **WIC Program and USDA Food Stamp Program:** will be allowed
11. **The following items are approved to be sold and vendors must comply with the following guidelines:**
 - A. Fresh fruits and vegetables
 - Washed and stored in clean containers displayed at least 6" off the ground
 - B. **Baked goods (except bakery products with custard or cream fillings)**
 - **Must be completely wrapped, covered, bagged or boxed**
 - **Must be labeled with:**
 - **name of product**
 - **name of all ingredients starting with the main ingredient**
 - **quantity of contents**
 - **name and address of person who made item**

C. Eggs

- **Refrigerated at 45° or below**

D. Honey

- **Labeled (see “B”. above)**

E. Jams, jellies and dried noodles

F. Morel mushrooms – must be sure it is a safe morel; * contact Barb Lovitt for clarification

G. Dried/dehydrated fruits and vegetables plus dry ingredients in a container if shelf-stable and non-hazardous

H. Flowers and Plants

I. Hand-made Crafts

J. Furniture

Please contact the Iowa Department of Agriculture and Land Stewardship if you have any questions

*Barb Lovitt 515-281-8232

Iowa Department of Agriculture and Land Stewardship

Henry A. Wallace Building, Des Moines, IA 50319

12. Resale Goods: A Vendor may sell items that someone else has created or produced, such as produce/product/nursery, art/craft, or home-made/hand-made/grown, items.

13. Iowa Department of Inspection and Appeals Guidelines for questionable food products. According to section 137 F certain foods may be sold at markets without being licensed. The allowed and prohibited foods under this exemption are listed below.

A. Allowed Foods

- Non-potentially hazardous baked goods
- Eggs when maintained at 45°F. or less
- Honey when properly labeled
- Prepackaged, non-potentially hazardous foods prepared in a licensed food establishment

B. Prohibited Foods

- **Homemade butter**
- **Raw milk**
- **Home-canned/bottled fruits or vegetables**
- **Meats and meat products**
- **Other potentially hazardous foods, such as horseradish in a jar, homemade pickles, BBQ sauce, and salsa.**

Some foods may be sold at markets if properly licensed. The license must be obtained from the Iowa Department of Inspection and Appeals prior to its operation. If properly licensed by the local authority, meats, meat products and potentially hazardous foods may be approved and licensed for sale.

Please contact the Iowa Department of Inspection and Appeals if you have any questions

Iowa Department of Inspection and Appeals

Lucas State Office Building, Des Moines, IA 50319 (515) 281-6538

Exhibit A

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

(Four Mile Farmers Market - Minor)

1. GENERAL PROVISIONS

The VENDOR shall purchase and maintain insurance to protect the VENDOR and the City of Des Moines, Iowa throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, unless otherwise approved by the City, and in form and amounts and with companies satisfactory to the City of Des Moines, Iowa. Certificates of Insurance confirming insurance coverage shall be submitted to the City prior to Agreement execution or commencement of use of City property.

2. INSURANCE REQUIREMENTS

A. **Worker's Compensation Insurance** - at Statutory Limits and **Employer's Liability Insurance** with limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$100,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease. *This requirement is waived if the Vendor is not required by Chapter 85 of the Iowa Code to maintain this coverage.*

B. **General Liability Insurance** - with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) *Contractual Liability*, (b) *Premises and Operations*, (c) *Products and Completed Operations*, (d) *Independent Contractors Coverage*, (e) *Personal and Advertising Injury* and (f) *Explosion, Collapse and Underground (XCU)*.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the standard ISO form Commercial General Liability Policy (CG 0001 with standard exclusions, or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the City.

C. **Automobile Liability Insurance** – with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. *If the VENDOR does not own any vehicles, coverage is required on non-owned and hired vehicles.*

D. **Umbrella/Excess Liability Insurance** – Liability Insurance requirements may be satisfied by a combination of primary and Umbrella/Excess Liability Insurance. *If Umbrella/ Excess Liability Insurance does not follow form of primary policies*, the Umbrella/Excess Liability Insurance policy shall include the same endorsements as required on the primary policy(ies).

E. **Responsibility For The Property Of Others** – VENDOR shall assume full responsibility for all loss or damage from any cause whatsoever to any property brought onto City Property that is owned or rented by , or any of VENDOR'S employees, agents, subcontractors, suppliers or their employees

F. **Subcontractors** –VENDOR shall not subcontract or sublet.

G. **Contractual Liability** - City **SHALL NOT be named or included** as an Additional Insured, **BUT all liability insurance policies shall include** Contractual Liability, *including cost of defense and settlement*, and a General Liability Insurance policy definition of "Insured Contract" that includes indemnification of a municipality *(the same as or equal to that included in ISO CG 0001)*.

H. **Cancellation** - **All policies shall include** a Cancellation Endorsement or policy language providing for **no less than 30 days** advance written notification of policy cancellation to the Certificate Holder.

I. **Proof Of Insurance** - The VENDOR shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as specified in requirements 2.A. through 2.D. and 2.G. and 2.H. above. **The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the Agreement and (2) the following statement: “General Liability and Automobile Liability insurance policies include Contractual Liability. The General Liability Insurance policy definition of “Insured Contract” includes the indemnification of a municipality when required by ordinance or by Agreement or agreement.”**

3. INDEMNIFICATION PROVISION

For purposes of this section, City shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines. To the fullest extent permitted by law, VENDOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with VENDOR’S work or services.

VENDOR’S obligation to indemnify the City contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by VENDOR, its officers, employees, subcontractors, and others affiliated with VENDOR, arising out of or in any way connected or associated with VENDOR’S work or services, except for and only to the extent caused by the negligence of the City of Des Moines, Iowa.

VENDOR expressly assumes full responsibility for any and all damages to City Property arising out of or in any way connected or associated with VENDOR’S work or services including, but not limited to, the activities of VENDOR, its officers, employees, subcontractors, and others affiliated with VENDOR.

VENDOR shall ensure that its activities on City Property will be performed and supervised by adequately trained and qualified personnel and VENDOR will observe, and cause its officers, employees, subcontractors and others affiliated with VENDOR to observe all applicable safety rules.

4. WAIVER OF SUBROGATION PROVISION

To the fullest extent permitted by law, Consultant hereby releases the CITY, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant’s policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover there under.