



FARMERS MARKET OGDEN — WINTER MARKET 2027

VENDOR GUIDELINES | Updated 10/13/2026

Ogden Downtown Alliance • 2650 Washington Boulevard, Suite #202, Ogden, UT 84401

1. ABOUT THE MARKET

Farmers Market Ogden is presented by Ogden Downtown Alliance (ODA) to support local producers, makers, food businesses, and an accessible, vibrant downtown Ogden. Winter Market is held primarily indoors at Union Station, with a limited number of outdoor food trucks and other specifically approved outdoor food operations.

Dates: Six Saturdays beginning January 23, 2027 and ending February 27, 2027.

Public hours: 10:00 a.m.–2:00 p.m.

Location: Ogden Union Station, 2501 Wall Avenue, Ogden, Utah.

Market management: management@farmersmarketogden.com, (385) 389-1411

2. APPLICATIONS, ELIGIBILITY & SELECTION

All applicants, including returning vendors, must submit a complete application through MarketSpread and pay the application fee. Acceptance is competitive, not first-come, first-served, and is not guaranteed by previous participation. ODA considers product quality, originality, authenticity of production, category variety, local relevance, suitability for Winter Market, available space, operational requirements, and participation history. ODA does not publish the identity of jurors or its internal scoring rubric.

Submit accurate business/contact information, detailed product descriptions, current product photos, and applicable permits, registrations, and other requested documentation. Photos should primarily show merchandise rather than booth displays; submitted photos and descriptions may be used for promotion subject to the permissions selected in the application.

Approved vendors may sell or display only products and activities identified in their approved application. Material changes, resale or third-party goods, new product lines, and business-name changes require advance written approval. Approval for one market or season does not guarantee approval for another. ODA may limit categories, dates, outdoor positions, and the number or size of booths to preserve a balanced market.

WHO MAY APPLY — VENDOR ELIGIBILITY

- Farmers and growers must grow all offered agricultural products on owned or leased land within 250 miles of Weber County. Ranchers must raise and process their animal products on such land. Exceptions require advance written approval for each event or season, supporting documentation and customer disclosure.
- Packaged preserves must be produced and packaged within 250 miles of Weber County.
- Artisans must substantially transform source materials into their own products. Unauthorized resale and multi-level marketing are prohibited.
- Prepared-food businesses must have an owner residing in Utah or be majority-owned by Utah residents.
- Nonprofits must have certified 501(c)(3) status and a mission related to food/agriculture, music, arts or community engagement. They may not conduct sales, fundraising, donation solicitation or handouts. Approval may cover only selected dates.

- Service providers require express approval. All vendors may sell or perform only what ODA has approved in writing.

PRODUCT & SERVICE ELIGIBILITY

 **PROHIBITED:** Products or services ODA does not accept due to applicable law, safety or market restrictions. This includes unlawful merchandise, controlled/recreational drugs, cannabis/THC merchandise, nicotine/vaping products, counterfeit or stolen goods, weapons, and unauthorized resale. No vendor may sell or conduct an activity without all legally required permits.

 **LEGAL ELSEWHERE, NOT PERMITTED AT WINTER MARKET:** Certain lawful products and services remain ineligible under ODA's event rules. These include permanent-jewelry welding or fitting; onsite tattoos, body piercing or similar invasive body-art services; and foods produced solely under Utah's Home Consumption and Homemade Food Act. Properly registered cottage-food businesses may apply under applicable food-safety rules. Distinguishing market eligibility from legal status does not imply that a lawfully offered product is illegal.

 **UNLIKELY TO PASS JURY REVIEW:** Mass-produced national-brand products, generic drop-shipped/catalog merchandise, commonplace imported goods, and repetitive 3D-printed, laser-cut or laser-engraved items made from widely available third-party files, templates or models generally lack the original design or producer contribution prioritized by FMO. Some third-party goods are outright prohibited resale under the producer eligibility rules; this jury category does not create a resale exemption.

ORIGINAL DESIGN AND DIGITAL FABRICATION: Vendors using 3D printing, laser cutting, laser engraving or similar production must explain where their designs originate; identify whether models/artwork are self-created, locally commissioned, licensed/purchased from third parties, or publicly available; identify the designer and their own contributions; and disclose any outsourced manufacturing. Locally designed original models, illustrations, patterns, and substantially transformed artistic work are more competitive than simply printing or engraving widely available files. A license to reproduce another artist's file does not make the design the applicant's original work. Include product photos and relevant design/process evidence when requested.

All applications are evaluated case by case. Legality, registration, possession of equipment, or having permission to reproduce a design does not guarantee market acceptance. Staff may decline an activity that conflicts with venue rules, safety, product mix or FMO's producer-focused mission. Vendors may sell or perform only what has been expressly approved in writing.

3. RATES, DISCOUNTS & PAYMENTS

VENDOR	FULL SEASON / DAY	PARTIAL SEASON / DAY
Farmers / growers	\$35	\$45
Other vendors	\$50	\$60

APPLICATION FEE — \$35 per application (one-time, nonrefundable; charged separately from booth fees).

Full-season rates (six dates): \$35 per market day for eligible farmers (\$210 total for one standard space); \$50 per market day for other vendors (\$300 total for one standard space).

Partial-season rates: \$45 per approved date for eligible farmers; \$60 per approved date for other vendors.

Additional booth spaces are not guaranteed and may be subject to additional charges. Each indoor booth measures 10 feet wide by 8 feet deep (80 square feet). Your entire setup, including fixtures, storage, equipment and any display overhang, must fit within this footprint. If your setup exceeds either dimension, request additional space in advance; additional space is not guaranteed and may carry extra fees.

PAYMENT DEADLINES AND OUTSTANDING BALANCES

Approved vendors must pay MarketSpread invoices by Friday, January 15, 2027, unless ODA approves other arrangements in writing.

ODA will not review or accept a new application while any prior ODA event balance remains unpaid. Payment instructions are issued through MarketSpread. Do not pay by Venmo or other unsolicited payment requests; verify suspicious requests using official ODA contacts.

Unpaid fees can result in nonparticipation, cancellation of booth assignments, or ineligibility for future events. Application fees are not transferable or refundable. Booth fees and cancellation treatment are addressed below.

4. MARKET DATES, ATTENDANCE & CANCELLATIONS

ATTENDANCE AND ABSENCES

- Attend every approved date, complete setup before 10:00 a.m., remain open until 2:00 p.m., and wait for authorization before departing.
- Submit absence notices or requested schedule changes in writing through ODA's designated process. Verbal notice does not count.
- The absence-notice deadline is 72 hours before opening: Wednesday at 10:00 a.m. for Saturday's 10:00 a.m. market. Earlier load-in assignments do not change this deadline.
- Late or unreported absences may lead to a discretionary infraction fine and affect future placement.

Approved dates and market spaces cannot be transferred or sublet. No substitute business may occupy a booth without advance written permission.

CANCELLATIONS, WITHDRAWALS AND REFUNDS

Winter Market normally operates in winter weather. ODA may delay, relocate, modify, suspend or cancel a date when severe weather, infrastructure, venue conditions, government action or other circumstances create safety or operational risks.

- Public-safety cancellation by ODA: no refund, credit or replacement date is guaranteed or provided under the market's established policy.
- Vendor withdrawal or absence: a missed date does not automatically entitle a vendor to a refund, credit or transfer. Requests for any exceptional accommodation must be made in writing; ODA may consider them case by case but is not obligated to approve them.
- ODA-initiated removal for a vendor's breach: paid fees are not automatically refundable.
- Other ODA-initiated cancellations unrelated to safety: ODA will communicate the applicable remedy or determination in writing under the vendor's accepted agreement and applicable law.

Vendors remain responsible for their merchandise, expenses and lost sales. Follow staff instructions; leave early only with staff approval or when immediate safety requires it.

5. SPACE ASSIGNMENTS & INDOOR BOOTHS

The standard indoor booth is 10 feet wide by 8 feet deep (80 square feet). ODA provides floor space only: vendors supply tables, chairs, shelves, display fixtures, checkout supplies, and all other furnishings. There are no provided tables or chairs. Indoor tent canopies are not permitted.

Indoor vendor areas are the Grand Lobby and Browning Theater; outdoor spaces are assigned separately. Booth placement may change from week to week. The weekly issued map controls. Requested or previous locations are not guaranteed.

Displays must fit inside the assigned footprint; do not block aisles, entrances, emergency exits, neighboring booths, fire equipment, or accessible routes. Stands and displays must be stable and suitable for an indoor public venue. ODA can require changes to unsafe or disruptive setups. Vendors should disclose unusually large displays, refrigeration, or other significant requirements before placement is finalized. Detailed configurations may be reviewed after acceptance.

6. ELECTRICITY, POWER & FIRE SAFETY

Venue electrical power may be available in limited locations, but is NOT guaranteed and must not be relied upon. Vendors whose operations require power must plan to bring suitable battery packs or approved silent independent sources. Standard extension cords and every cord crossing pedestrian areas must be properly secured and covered with suitable cord protectors to prevent trips. All electrical equipment must be safe, properly maintained, and approved for the applicable location.

No open flames, fuel-burning equipment, or combustion generators inside Union Station. Outdoor power, fuel, propane, and cooking equipment require staff approval and compliance with fire and health requirements. ODA may prohibit equipment that creates excess noise, fumes, hazards, or power demands. Do not operate an unapproved device merely because it was mentioned in an application.

7. PREPARED FOOD, SAMPLING & FOOD SAFETY

Winter Market permits prepackaged, properly labeled food products indoors where otherwise approved. Some prepared-food vendors may also be approved to operate indoors based on product, methods, permitting, prior Winter Market practice, and placement suitability.

Food prepared offsite may be served, sampled, or safely held warm indoors when approved by market management, provided there is no onsite cooking, no open flame, and no reliance on venue electrical power. Independent battery-powered warming may be considered case by case. This is not a blanket approval of hot food or sampling, and approved vendors must maintain legally required food temperatures and sanitary procedures.

Cooking and active food preparation are restricted to approved outdoor locations. Indoor preparation activities, sampling, cutting/slicing, or service that requires an additional health permit may not occur until the necessary permissions are confirmed. Sampling and slicing require applicable Weber-Morgan Health Department permits and approval. Food trucks and other cooking vendors must use their assigned outdoor spaces and disclose major equipment, fuel, and fire-safety needs.

Food vendors must use appropriate floor protection where liquids, grease, or other potential spills are present; keep water off venue flooring; and immediately report spills to staff. Food vendors are responsible for their sanitary stations, waste, and any required temperature monitoring.

ODA does not accept vendors operating solely under Utah's Home Consumption and Homemade Food Act (as defined by applicable Utah law). Properly registered and approved cottage-food operations and other lawfully permitted producers may apply. Vendors must accurately identify how and where food is produced; no representation in an application overrides applicable law or market eligibility decisions.

8. PERMITS, INSURANCE & TAX REPORTING

Each vendor is responsible for obtaining and maintaining all required state, city, health department, UDAF, fire, and other permits, licenses, registrations, labels, and approvals. Required documentation must be valid before participation and produced or displayed onsite when instructed. ODA may refer applications to regulators for review and may withhold or revoke participation if documentation is inadequate.

Depending on product and preparation methods, a vendor may need UDAF and/or Weber-Morgan Health Department approvals. Food trucks may submit applicable valid mobile-food permits issued by other Utah local health departments, including Salt Lake County, subject to requirements for operation in Weber County. A general city business license is not necessarily a health permit. Food truck vendors must comply with applicable Utah State Fire Marshal inspection and local fire regulations; required inspection tags and permits must be displayed.

ODA reports vendor participation as required through Utah State Tax Commission TC-791. The TC-791 accepts SSN, ITIN, STC Sales Tax Account ID, SSE Sales Special Event ID, and FEIN as identification types. Vendors are responsible for applicable sales-tax collection, filing, and remittance, including any temporary special-event licensing. Business legal name, DBA, mailing/contact details, and product categories must remain accurate.

VENDOR REGULATORY RESOURCES

Vendors must obtain guidance, registrations and permits directly from the responsible agencies. ODA cannot determine a vendor's licensing, food-safety, tax or benefit-program eligibility.

Weber-Morgan Health Department — food service, sampling, mobile food units and temporary permits: webermorganhealth.gov — [Food Services](#); Environmental Health 801-399-7160.

Utah Department of Agriculture and Food — food establishment and cottage-food registration, product labeling and produce safety: ag.utah.gov — [Farmers Market Resources](#); Regulatory Services 801-982-2200.

UDAF Cottage Food: ag.utah.gov — [Cottage Food](#). Home Consumption and Homemade Food Act: ag.utah.gov — [Home Consumption Act](#). These are different legal pathways and not interchangeable. FMO does not accept products produced solely under the Home Consumption and Homemade Food Act; properly registered cottage-food producers may apply.

Ogden City Business Licensing — special-event and business-license questions: ogdencity.gov — [Business Licensing](#). ODA requests and pays for special event licenses for all vendors as part of our special event permit, do not apply separately.

Utah State Tax Commission — sales-tax obligations, registration, and special-event tax IDs: tax.utah.gov — Special Events; Special Event Unit 801-297-6303. ODA submits vendor information to the Utah State Tax Commission within three days after the final market date. The Tax Commission may then contact vendors regarding sales-tax reporting or payment. Vendors remain responsible for meeting all applicable tax obligations, including following up with the Tax Commission as needed; do not assume that no action is required if you have not been contacted.

Utah DHHS — nutrition incentive programs, including Double Up Food Bucks and the Senior Farmers Market Nutrition Program: dhhs.utah.gov — [Community Food](#). USDA SNAP retailer information: fns.usda.gov — [SNAP Retailers](#).

Utah State Fire Marshal — mobile food truck inspections and compliance: firemarshal.utah.gov — [Food Trucks](#) .

INSURANCE AND ADDITIONAL INSURED

Vendors whose product, activity, permit, or contract requires liability insurance must furnish a current certificate of insurance (COI) and any applicable additional-insured endorsements before vending. Policies must meet coverage amounts and conditions communicated by ODA and the appropriate permitting authority. Ogden City's published special-event application identifies \$3,000,000 minimum general-liability aggregate coverage for an event, subject to City risk review; this is an event-level requirement, NOT an automatic minimum for every individual booth vendor.

Where vendor additional-insured coverage is required, the policy and endorsements must name (1) Ogden City, its elected and appointed officials, employees, volunteers and agents, and (2) Ogden Downtown Alliance, including its officers, employees, volunteers and agents, as additional insureds for the vendor's Winter Market operations. A COI merely listing an entity as certificate holder is not a substitute for the required endorsement. Vendors should consult their insurer or broker for endorsements matching the final approved event schedule and City/ODA requirements.

For City-required certificates, Ogden City Corporation is identified as certificate holder at 2549 Washington Blvd., Ste. 914, Ogden, UT 84401, according to the published special-event application. Any separate ODA certificate-holder information, precise vendor coverage limits, and whether Union Station imposes additional conditions will be provided by ODA before documentation is due. Additional limits may apply for food trucks, cooking, vehicles, or other higher-risk operations.

9. LOAD-IN, LOAD-OUT & PARKING

Winter Market load-in routes, parking locations, and schedules are provided with vendor instructions and maps. Updated date-specific maps will be distributed before each market for the Outdoor, Grand Lobby, and Browning Theater zones. As a baseline, Winter Market follows an “unload first, park, then set up” procedure: briefly unload in the assigned loading zone, move your vehicle promptly to designated vendor parking, then return to construct your booth. Do not leave vehicles in customer stalls or active loading lanes.

Follow traffic cones, maps, staff directions, speed restrictions, and accessible access routes. Never drive against designated traffic flow or through active pedestrian areas. Parking, unloading, and access rules may be changed for weather or venue operations.

MARKET-DAY SCHEDULE

Time	Market-day requirement
8:00 a.m.	Vendor setup begins; no early entry
9:45 a.m.	All vendor vehicles moved from loading areas
10:00 a.m.	Market opens; booths ready for customers
1:30 p.m.	Token and coupon turn-in begins at Breezeway Information Booth
2:00 p.m.	Market closes; sales end and teardown may begin
2:45 p.m.	Final token and coupon turn-in deadline
3:00 p.m.	Vendors clear designated loading and parking areas

Vendors must follow the assigned load-in/out maps and staff directions. Setup may not begin early. All vendors must be ready when the market opens, remain open through closing, and finish loading out within the designated window.

10. UNION STATION VENUE RULES

Union Station is a protected historic venue. Vendors must prevent damage to historic flooring, walls, windows, fixtures and architectural features. Do not tape, nail, hang, tie or attach objects to venue property. Indoor canopies are prohibited. All indoor prepared-food vendors must place protective tarps beneath the entire area of their assigned booths; vendors whose equipment or products present spill or scratching hazards must also protect the floor.

Prohibited within Union Station: open flames (including Sterno), glitter, confetti, sticky syrups or substances, helium balloons, fog machines, hay, tobacco products, noisemakers, and indoor fuel-burning equipment. Dogs and other pets are prohibited on Union Station property, except service animals as required by law. Cooking is allowed only in approved outdoor locations subject to health and fire requirements.

Immediately report and contain any spills; keep water, grease and liquids off historic flooring. Food vendors must bring adequate cleanup supplies. Sweep and clean the booth before leaving. Pack out all vendor-generated waste, including packaging, boxes, food waste, unsold inventory and grease. Do not use public/customer trash cans, permanent bins, venue receptacles or drains for vendor waste. Vendors are responsible for damage and extraordinary cleaning caused by their operations.

11. CUSTOMER ACCESS, PRICES & CONDUCT

Display accurate prices, provide truthful product descriptions, and follow applicable labeling and consumer-protection laws. Solicit customers, display products, sample, and sell only within the assigned space and only for approved activities. Treat customers, neighboring vendors, staff and volunteers respectfully.

This is a commerce-focused event. Vendors may not use their booths for partisan campaigning, electioneering, political or religious advocacy, proselytizing, petition/signature drives, or fundraising/solicitation for other organizations. These restrictions apply regardless of viewpoint, party, religion or cause; they do not prohibit ordinary conversation or identifying a lawful organization's name or mission. ODA applies all restrictions consistently and subject to applicable law.

ODA events are family-friendly and open to the community. Vendors must maintain a respectful and inclusive environment and ensure their employees and helpers follow the guidelines. Children accompanying vendors must be supervised. ODA may require removal of unsafe or inappropriate displays or behavior.

AMPLIFIED SOUND: All music must be family-friendly. Booth speakers, music and announcements must remain at a modest level and must not compete with scheduled performers, interfere with adjacent vendors' commerce or conversations, or obstruct market announcements. Live performances, microphones and promotional amplification require prior written permission. Staff may direct a vendor to reduce or discontinue sound immediately.

Vendors may raise concerns promptly with staff. If a problem cannot be resolved onsite, submit a written complaint to management@farmersmarketogden.com, ideally within seven days, with relevant dates, parties, and requested resolution. ODA will review good-faith reports without retaliation. ODA reserves the right to impose proportionate corrective measures, suspension, removal, or future disqualification for serious or repeated violations.

12. FOOD ACCESS, TOKENS & REIMBURSEMENTS

Farmers Market Ogden operates approved food-access programs with distinct participation requirements. SNAP/EBT wood tokens bearing the FMO name may be redeemed for eligible food items, excluding hot/prepared foods; tokens from other markets must not be accepted. Green Double Up Food Bucks tokens and purple Produce Rx tokens are restricted to eligible produce sold by authorized vendors. Senior Farmers Market Nutrition Program stamped coupons may be accepted only by registered produce/honey vendors. Participating vendors must complete required agreements and documentation. Program participation is not automatic.

Authorized vendors must accept qualifying program benefits from eligible customers, display the provided program signage prominently, and ensure their booth teams know which products and currencies are permitted. Never redeem unauthorized tokens or vouchers, and never give cash change for program benefits. Incorrectly redeemed benefits may not be reimbursed.

Market-authorized vendors must accept valid Farmers Market Ogden gift cards, including expired gift cards, and submit them for reimbursement. Eligible benefits, tokens and vouchers are reimbursed weekly by check or approved direct deposit. Turn in signed counts and required documentation at the Breezeway Information Booth between 1:30 p.m. and 2:45 p.m.; retain receipts. Incorrect or unauthorized redemptions may not be reimbursed.

13. VENDOR COMMUNICATIONS

Vendors must maintain accurate contact information in MarketSpread, review messages from market management in a timely manner, and follow all official vendor instructions, including booth assignments, maps, payment notices, and operational updates. Vendors are responsible for ensuring everyone working at their booth is informed of applicable requirements.

Official vendor communications and payment instructions are issued through MarketSpread or ODA email accounts ending in @ogdendowntown.com or @farmersmarketogden.com. Vendors should verify any suspicious request directly with market management before sharing information or making a payment.

Vendors must review required orientation materials and comply with instructions issued by authorized market staff.

14. ENFORCEMENT, RESPONSIBILITY & FINAL TERMS

Farmers/growers must schedule a site visit before the season if their farm or production facility has not been inspected by market staff within the last three years. Other vendors may receive announced inspections with at least 72 hours' notice. Reviews may include production facilities, ingredients, materials and sourcing invoices, but not unrelated personal property or financial records.

VENDOR RESPONSIBILITIES, PROPERTY DAMAGE AND INDEMNIFICATION

Vendors are responsible for their products, employees, helpers, equipment, food safety, required permits, taxes, operations and damage they cause. Report accidents, injuries, spills or damage to venue property immediately to market staff and cooperate with reasonable incident documentation. Vendors may be responsible for reasonable, documented repair or extraordinary cleaning costs caused by their acts, omissions or equipment, to the extent permitted by law.

To the fullest extent permitted by Utah law, each vendor agrees to defend, indemnify and hold harmless Ogden Downtown Alliance and its directors, officers, employees, volunteers and agents from third-party claims, losses, damages, liabilities and reasonable costs (including attorney fees) arising from the vendor's negligent acts or omissions, unlawful conduct, breach of these guidelines, or activities of its employees, contractors and representatives, except to the extent caused by ODA's own negligence, gross negligence or willful misconduct. This obligation does not require a vendor to indemnify Ogden City or Union Station unless separately and expressly agreed in an applicable contract. No clause waives a right or liability that Utah law does not allow to be waived.

ODA does not guarantee attendance, revenue, uninterrupted utilities or particular booth placement. Any limits on ODA liability apply only to the extent allowed by applicable law.

ENFORCEMENT AND DISCRETIONARY FINES

The listed amounts are potential penalties, not automatic fines. Market management evaluates each incident based on severity, safety, cooperation, prior warnings, repeated behavior and respectful treatment of others. Education and correction are generally preferred for isolated good-faith mistakes. Serious safety violations may require immediate cessation, suspension or removal without a warning.

ODA may issue an infraction fine by MarketSpread invoice up to 30 calendar days after the incident. Vendors may appeal in writing to management@farmersmarketogden.com within 14 calendar days after the invoice or other fine notification, identifying the charge and grounds for review. ODA will consider appeals in good faith. A fine does not replace the duty to correct the problem. Repeated violations may affect future approvals.

Infraction	Fine
Unreported absence / less than 72 hours' notice	\$50
Late payment	\$15 per week
Unapproved resale or third-party merchandise	\$50 first offense; suspension or removal for repeat offenses
Not ready at opening / early teardown	\$35
Exceeding booth footprint / unapproved products	\$35
Unsafe or unauthorized vehicle movement	\$25
Unapproved indoor canopy, blocked walkways, or prohibited power equipment	\$25
Improper waste disposal / booth left dirty	\$25
Authorized food-access vendor improperly refuses an eligible DUFB, Produce Rx or SFMNP purchase, or fails to display required program signage	\$30

AGREEMENT, PRIVACY AND DOCUMENT CONTROL

By entering their full legal name in the application's signature field, the business owner or authorized representative confirms authority to apply and agrees to the specific published version of these guidelines made available with that application. ODA will retain a record of the applicable version and acceptance.

ODA collects vendor business, contact, payment, application, permit and tax information only as reasonably necessary for market administration, regulatory compliance and approved communications. Access is restricted to personnel, governmental agencies, and service providers who require it for those purposes. Sensitive information, including taxpayer identification numbers, must be submitted only through designated secure systems—not regular email or public forms—and handled under applicable retention, security and disclosure requirements. ODA will not publish confidential vendor information or use it for unrelated purposes without an appropriate basis or permission. Vendors should report suspected misuse or exposure of information promptly to market management.