

2018 Bean Blossom Farmers' Market

VENDOR AGREEMENT/APPLICATION

May 25 – August 31



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This Agreement is being entered into between St. David's Episcopal Church (hereinafter "the Church") and _____ (hereinafter the Vendor) for the purpose of participating in and selling goods at the 2018 Bean Blossom Farmers' Market (hereinafter "the Market").

ADMINISTRATION AND TIMES OF OPERATION

The Market is administered by the Church pursuant to the following regulations:

1. The Church sets fees and determines Market policies in compliance with Indiana State and Brown County Board of Health regulations.
2. The on-site Market Manager oversees the Market and has authority to assign vending space, settle disputes, disqualify vendors for violations of regulations, determine goods for sale, and determine existing and new Vendor eligibility.
3. The Market will be operated at the site of the Church located at the corner of SR 45 and SR 135 each Friday beginning May 25 through August 31 *from 4:00 pm to 7:00 pm*.
4. The St. David's Market Committee reserves the right to terminate the Market or to change its time as it deems necessary or appropriate.

VENDOR OPTIONS

Vendor may participate the entire season or on a daily basis, as set out below:

FULL SEASON VENDORS (\$60.00)

All Full Season Vendors are expected to attend all market days May through August. Full Season Vendors may not miss more than two dates of the Farmers Market or risk losing their assigned booth. Full Season vendors planning to miss any particular market days must notify the Market Manager at least one week (except in the case of an emergency or extreme weather) in advance of the day.

DAILY VENDOR (\$10.00)

Vendor can select any one day of the season to participate. Vendor may participate as many individual days as requested. After participation in six markets vendor has the option to sign a full season contract or continue at daily rates.

All fees, whether daily or full-season, shall be paid *in advance*.

ELIGIBILITY OF SELLERS

A Vendor must be a producer. A producer is anyone who is directly involved in the production of permitted goods. The term producer includes those individuals who are directly involved in the cultivation and production of a farm or garden; in the cultivation and production of livestock for food; or in the creation or production of minimally processed foods. In such case, if the Vendor is not the producer, the producer must be named in this agreement and must sign this agreement. Goods sold at the market must be grown or made in Indiana unless otherwise approved by Market Management.

For the **2018** market season, only Vendors selling produce (fruits and vegetables) who meet the qualifications of a producer as defined above, can resell produce (fruits and vegetables) grown in Indiana under the following rules for resale of produce (fruits and vegetables):

1. The Vendor cannot solely re-sell goods; at least 50% of the goods sold by the Vendor must be produced or made by the Vendor.
2. Vendor must have a signed sales receipt from the Indiana grower that clearly documents the origin of the purchased produce (fruits and vegetables).

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the Market Committee to be a material breach of this contract.

FMNP and SNAP PROGRAM PARTICIPATION

****Congruent upon State and Federal availability of programs and equipment****

Vendors are encouraged to participate in the Farmers' Market Nutrition Program (FMNP) for Women, Infants, and Children (WIC)/Seniors and Supplemental Nutrition Assistance Program (SNAP) Program.

The primary vendor must indicate on the last page of this contract whether or not he/she is participating in the FMNP/SNAP.

If the Vendor chooses to participate in the FMNP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with necessary training.

PERMITTED GOODS FOR SALE

The following goods may be sold at the Market: fruits, vegetables, dried and fresh herbs and spices, plants, flowers, honey, eggs, *and* crafts. Baked goods and some minimally processed foods may be sold at the Market as identified in House Enrolled Act (HEA 1309) as Home Based Vendors (HBV). ***With permission of the Market Manager, such HBV goods permitted for sale***

are: cookies, cakes, fruit pies, cupcakes, bars, yeast breads, and fruit bread. Candy such as caramels, chocolates, fudge, peanut brittle, and chocolate covered nuts are also permitted for sale by Home Based Vendors.

All produce must be clean (no dirt/mud) and nicely merchandised. Produce may not be displayed on the ground. Produce that does not meet with management approval will be removed or re-merchandised.

EGGS: Eggs may be sold only after the Vendor exhibits in plain sight at their booth space a current egg vendor license issued by the State Egg Board. Apply at <http://www.ansc.purdue.edu/ISEB> or call 765-494-8510.

1. Eggs must be clean and sound shelled (cracked eggs removed).
2. Vendor must be licensed by Egg Board and present license upon request (application available on web site).
3. Eggs must be held under refrigeration at an ambient temperature of no greater than 45 degrees Fahrenheit.
4. Used egg cartons may be used ONLY if relabeled with name and address of supplier of eggs. Stickers are permissible.
5. Pack date and expiration date must appear on each carton. Expiration date is 30 days from date of pack.

HONEY: Any Vendor selling honey is required to inform customers, in writing, the danger of feeding honey to infants and children less than one year of age. Clearly visible signage is required.

PET TREATS/FOOD: Any Vendor selling pet treats/food is required to acquire an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) and follow all set guidelines from the State of Indiana. Please see Market Manager for more information.

LABELING OF HBV (Home Based Vendor) FOOD PRODUCTS

Food products provided by HBVs must be labeled in accordance with the following very specific labeling from the Indiana State Department of Health.

- The name and address of the producer of the food product
- The common or usual name of the food product
- The ingredients of the food product, in descending order by predominance by weight
- The net weight and volume of the food by standard measure or numerical count
- The date on which the food product was processed

- The following statement in at least 10 pt. type: “This product is home produced and processed and the production area has not been inspected by the State Department of Health”
- Accompanying signage will suffice for items such as baked goods – it is not necessary to label every cookie
- Raw, uncut produce does not require a label

MINIMALLY PROCESSED FOODS

The “minimally processed” food items are: maple syrup, jellies, jams, preserves, sorghum, frozen persimmon pulp, dried vegetables, dried fruits, cider or other pressed juices, flour, (includes cornmeal), baked goods, vinegar, herb vinegar and any items identified in House Enrolled Act (HEA 1309).

As with all other goods, the primary ingredients in the minimally processed foods must be grown or processed and sold by the Vendor. The Vendor must display legible price markers for goods offered for sale.

GOODS NOT PERMITTED FOR SALE

No potentially hazardous foods may be sold. It is the responsibility of the Vendor to ensure all items are deemed edible before selling. The Church, its members, staff, agents, employees, the Market Manager, nor Market Advisory Board will not be held liable for any violation. If in doubt, please call The Brown County Department of Health at 812-988-2255.

The following is a comprehensive list of prohibited goods. These items may not be sold by Home-Based Vendors (HBV) at the Market. Additionally, no food or manufactured products made outside Indiana may be sold at the Market unless otherwise approved by the Market Advisory Board.

HBV Prohibited Goods

Sauces, Dressings, Fruit Butters, Pickles, Salsa, Soups, Dips, Garlic in Oil Mixtures, Raw Seed Sprouts, unfrozen Raw or Heat Treated Meats.

REGISTRATION TO SELL

Vendors must submit a signed agreement and pay applicable rental fees before selling any goods at the Market. It is understood that this Agreement is valid for the **2018** Market Season.

ASSIGNMENTS AND LIMITS OF SPACE

Each Vendor is limited to one vending space unless otherwise assigned. A vending space is one space approximately 10'x10' in size. The Market Manager may move Vendors to specific **vending** spaces, reserve **vending** spaces, or restrict **vending** spaces as he/she deems appropriate. The Vendor understands that the Church, the Market Advisory Board, or Market Manager will attempt to reassign spaces if those spaces, for reasons outside the Church's control, become unavailable on a particular Market day.

Note: For safety reasons, Market Management highly recommends that Vendors provide a canopy for their booth. The market does not provide shade, and the sun gets dangerously hot!

VENDOR PARKING

Vendors who are not selling from a vehicle parked in their Vendor space must park in designated Vendor parking.

ACCESS TO SPACE

Vendors' motorized vehicles may not be moved in and out of the Market during market hours. From 4 pm to 7 pm, all vehicles must remain parked in the designated area.

SIGNAGE

The vendor must display signage noting the farm or company name and the town where the vendor is located. The vendor must display legible price markers for all goods offered for sale. If the vendor is participating in the farmers' market FMNP/SNAP programs, appropriate signage must be displayed as indicated in the FMNP/SNAP agreement. In consideration of the other vendors and public safety, please confine your product and signage to the designated booth space dimensions. Vendors may be asked by the Market Manager to make adjustments to satisfy this requirement.

EXPECTATIONS OF VENDOR ATTENDANCE

The market operates Fridays from 4 p.m. to 7:00 p.m. weekly from May 25, 2018 to August 31, 2018. Set-up begins at 2:30 p.m. All vendors are expected to be prepared to sell promptly at 4 p.m. The vendor must be parked at his/her assigned parking area by 3:45 p.m. on the day of market. If a vendor arrives after 3:45 it is a safety hazard for the vendor to take the vehicle to the assigned space and the vehicle will be unloaded from the vendor parking area. If a vendor is not in their space by 3:45 p.m. and has not informed the Market Manager that he/she will be late by 3:45 p.m., the vendor will forfeit his/her spot for that day. Market ends at 7:00 pm with

no sales occurring before 4:00 p.m. Vendors are encouraged but not required to stay until the market closes, if all goods are sold. Vendor must inform market manager if leaving and load from designated area. All vendors are expected to be out of the market site by 8:00 p.m. Please contact the Market Manager if you cannot agree to these terms.

EQUIPMENT AND SUPPLIES

Each vendor must supply his/her own tent, canopies, tables, chairs, weather protection and display equipment. If selling goods by weight, the vendor must supply a legal produce scale that is subject to periodic inspection by the County Department of Weights and Measures. Each vendor is solely responsible for any damages or personal injury resulting from its equipment or set-up.

WEATHER

The Market will not be canceled due to rain prior to Friday opening. The Market will allow the vendor the decision to, at its own risk, leave or stay and carry on in the event the Market is called due to threatening weather. However, in such circumstances, staff may not be present and is not responsible for any damage. When rain is accompanied by lightning and/or high winds, it may be necessary for vendors to drop their tents to their lowest levels and take cover. Canceling or closing the Market early will be handled on an independent basis.

TENT CANOPY WEIGHTS

Vendors are highly encouraged provide weights to hold down their umbrella, canopy or tents. Canopy weights are the most effective method to secure a tent or canopy in high winds. Minimum suggestions are 25 pounds/leg weights for all unsecured legs, however Vendors are advised that best protection is found with 40 pound weights.

HEALTH AND SAFETY REQUIREMENTS

All fruit and vegetables offered for sale must be in sound condition and safe for human consumption. Vendors are solely responsible for damages resulting from the sale of unsound or unsafe goods. No potentially hazardous foods are allowed to be sold. If you have a question regarding a particular food, please consult with the Market Manager.

SAMPLES

If Vendor desires to offer samplings of any product or produce that becomes potentially hazardous after cutting the product, a handwashing station is required, with hot water in a thermos, soap and paper towels, a way to offer the sample that will avoid any hand contact (gloves, tongs etc.) head covering for people offering samples, a way to wash containers, utensils (can be three plastic tubs with wash tub, rinse tub and sanitizing tub) a test kit for sanitizer, and a way to keep samples chilled if necessary (**for example**, cut melon, tomatoes need to be kept chilled once cut with the goal of 41 degrees or lower)

PET FRIENDLY MARKET

The Bean Blossom Farmer's Market is a pet-friendly market, as long as your pet is *friendly*. The on-site Market Manager reserves the right to make this distinction, and animals are only allowed on the property at the Market Manager's discretion. **Animals may not roam freely on the property**: neither the Church nor its volunteer staff assumes any liability resulting from Vendors' animals' behavior.

PROPERTY MAINTENANCE AND UTILIZATION

The Vendor must set up on the premises no more than two hours prior to the stated opening time each Friday. In fairness to all Vendors, selling begins at the opening bell (4PM). Vendors must vacate the premises by 8:00 pm on Market Day and remove all personal items and equipment. Vendors must clean litter and debris before leaving. Trash cans are provided at the Market for Vendors' use.

RIGHT TO USE

The Market shall have the right, but not the obligation, to use Vendor's name, photograph, likeness and approved biographical data (Name and Likeness) for the purpose of advertising, marketing, and promoting any matter related to the Market performed hereunder with Vendor's permission.

COVENANT NOT TO SUE

The undersigned Vendor agrees not to institute any action or suit of law or in equity against St. David's, the Market Committee members, the Market Manager, or the staff and employees of St. David's, as a result of operation under the agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, cost, loss of service, expenses, or compensation for or on account of any damages, loss, or injury to person or property as a result of operation under this agreement.



Bean Blossom Farmer's Market at St. David's – for more information call: 812-988-1038

Mail signed application and Vendor Fees payable to:

St. David's Episcopal Church

Attn: Bean Blossom Farmers' Market

P.O. Box 1798, Nashville, IN 47448

2018 Bean Blossom Farmers' Market

VENDOR APPLICATION

Please complete and sign this application and return to the Market Manager with applicable fees.

VENDOR INFORMATION

Check One:

- Vendor Fee for Full Market Season - \$60
- Vendor Fee per Market Day - \$10 per day

If Market Day Vendor, please indicate day(s) Vendor space will be required:

Full name of each individual considered a Vendor:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Home Phone _____ Cell Phone _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

Vendor expects to sell: (Check all that apply)

Fruits _____ Plants _____ Vegetables _____ Cut Flowers _____ Eggs _____

Processed foods _____ Baked Goods _____ Crafts _____ Meats _____ Other _____

Detailed Explanation of Goods Vendor is selling:

This agreement is effective upon signature by the Vendor. The undersigned certifies that they have read, understand, and will comply with the rules and regulations outlined in pages 1-5 of the 2018 Bean Blossom Farmers' Market Vendor Application and Agreement.

St. David's Episcopal Church

By: _____
Market Manager

Date

Vendor Signature

Date

Producer Signature (If applicable)

Date

Complete and mail with payment to:

St. David's Episcopal Church
Attn: Market Manager
P.O. Box 1798
Nashville, IN 47448

CONTACTS:

Bean Blossom Farmers' Market Advisory Committee:

St. David's Episcopal Church

812-988-1038