

# 2018 Rules and Regulations Guide

## PURPOSE

The primary purpose of the Bargersville Farmers Market is to provide consumers a venue to purchase locally grown and produced foods, plants, art and handcrafted items as well as a place for non-profit groups to educate and fundraise.

## OPERATION OF MARKET

Bargersville Farmers Market is organized under the direction of Bargersville Mainstreet. It is overseen by the Farmers Market Committee and market manager. You can contact them through email at [bargersvillefarmersmarket@gmail.com](mailto:bargersvillefarmersmarket@gmail.com). Regular mail should be sent care of the Bargersville Farmers Market, P.O. Box 695 Bargersville, IN 46106.

## MARKET LOCATION AND DATES

The Bargersville Farmers Market will host one sessions in 2018. The dates will be June 6<sup>th</sup>- August 29<sup>th</sup>. The hours of operation are 4:00 p.m.-7:00 p.m. The address for the market is 24 N. Main St.

## MARKET FEES AND SPACE

All vendors must complete and sign the entire application. Incomplete applications will be denied. Early applications will receive priority when assigning spaces. There is a maximum of two vendors per space. Both vendors must fill out an application and agree to terms of the rules and regulations. All fees must be paid in advance in accordance with the fee structure listed below. No refunds will be given.

- Full Time Vendor - A full time vendor is someone who will attend 12 weeks (one full session). The full time vendor fee is \$50.00 per space and should be paid when the application is approved. Full time vendors who miss more than 2 weeks will not be allowed to participate in the market. Emergency circumstances will be taken into consideration when removing a vendor due to absences.
- Day Rate Vendor – A day rate vendor will be charged \$10 per day to attend the market. We will have extra space at the market for day rate vendors.
- Electricity - There is a fee of \$10.00 per session for the use of electricity.

## VENDOR CANCELLATION POLICY

Any time a vendor will not be able to attend the market they must notify the market manager as soon as possible, but no later than the Tuesday before at 9:00 a.m. Notification must be made via email at [bargersvillefarmersmarket@gmail.com](mailto:bargersvillefarmersmarket@gmail.com). Emergency circumstances will be taken into consideration when charging a vendor due to an untimely cancellation.

## VENDOR SPACE EQUIPMENT AND VEHICLES

A vendor spot is 1.5 parking spaces which is approximately 12-feet wide and 18-feet deep. Vendors may purchase additional spots as space permits. Spots are assigned by the Market Manager. Spaces are assigned based on product sold, full or part time status, compliance with market rules and attendance record.

Vendors are solely responsible for their own equipment including but not limited to tables, change, bags, scales, trash cans and weather and sun protection devices, and/or other display arrangements. Canopies should be in good repair and free from logos unless they directly pertain to the vendor's business. Canopy weights are strongly recommended. Loading, unloading and set up is the sole responsibility of the vendor.

Vendors must keep their space and the market property clean and free from all damage. The physical property should not be altered in any way. Vendors are responsible for removing their trash. Fees may be assessed for non-compliance.

Electrical services are extremely limited. Vendors should speak with the Market Manger about availability and fees. Electricity will be provided based on need, seniority and application date. You may bring your own battery power. **Generators are not permitted.**

There are a limited number of vendor spaces that allow vehicle parking. Goods may be sold directly from vans, trucks, trailers or cars. Vehicles may not be run during the market. Vehicle vendor spaces will be assigned based on need, seniority and application date.

Vendors not selling from their vehicles should remove their vehicle as soon as they unload. No vehicles are permitted after 4:00 p.m. Vehicles should be parked in designated vendor parking area.

## VENDOR TERMS

- All vendors are solely responsible for all claims, injuries, and damages resulting from their sale of unsound or unsafe goods and/or their participating in the market.
- Vendors are encouraged to carry liability insurance.
- Vendors are responsible for and shall fully comply with all applicable laws, regulations, and ordinances pertaining to their products, and shall have obtained all necessary licenses, permits, and inspections prior to selling any products at the market and will display those permits as required.
- Vendors must check in by 4:00 p.m. or their space may be given to a one-day vendor.
- The parking lot will close at 3:30 and you will be able to start setting up for the market at that time.
- Vendors are responsible for making sure all helpers and workers know and understand the rules and terms of the market including where to park.
- Vendors are not permitted to smoke in the market area.
- Vendor families with children must have their children under adult supervision at all times.
- Vendors are required to remain in their spot until the market closes at 7:00 p.m.
- Vendors must have their personal items, equipment, vehicles, and trash removed from the market by 8:00 p.m.
- Vendors are expected to treat customers, fellow vendors, market managers and all others in a polite respectful manner at all times.
- Vendors are responsible for collecting all applicable sales tax in accordance with state and local laws.

## **GOODS PERMITTED TO BE SOLD**

Bargersville Farmers Market is an open market and we do not limit the number of vendors selling a specific item. Items sold should be tangible and in some way created, designed or made by the vendor. Wholesale or resale items, memberships or subscriptions are not permitted to be sold.

The Johnson County Health Department and the Market Manager have the authority to ask for items to be pulled from your selling area at the market. Upon request, items should be removed immediately. Sampling products must be done in accordance with Federal, State, Local and Johnson County Health Department rules and regulations. Product sampling must be done from within your booth space.

If selling by weight, vendors must have certified scales with current inspections stickers.

## **FOOD (NOT FOR IMMEDIATE CONSUMPTION)**

**Subject to applicable Federal, State and local laws, regulations and guidelines, the following goods may be sold at the Franklin Farmers Market:**

- Fresh fruits and vegetables
- Dried and fresh herbs and spices
- Honey
- Eggs
- Popcorn/Kettle Corn
- Flour and ground grains
- Meats
- Cheeses

**Processed food items which are permitted include:**

- Jellies, jams and preserves
- Dried vegetables and fruits
- Cider or other pressed juices
- Ice cream
- Vinegars
- Baked goods

**Processed Food** – Items must be created or prepared in a facility in accordance with Indiana law and sold in prepackaged form and must be the original product of the vendor. All vendors selling processed foods must have their Board of Health licenses available at their stands at all times. The sale of these food items requires proper labeling and must consist of the following:

- Name of product
- Location of preparation
- Description of contents
- Net weight or units
- Price

Any questions regarding minimally processed food or pH items should be directed to Bob Smith at the Johnson County Health Department.

**Home Based Vendor** – Items processed by a HBV (Home Based Vendor) are currently sellable under Indiana law. Items produced by a HBV must have proper labeling, which must consist of the following:

- Name of product
- Location of preparation
- Description of contents
- Net weight or units
- Price

HBV must also contain a label with the following warning: “This product is home-produced and processed and the production area has not been inspected by the State Department of Health” in at least 10-point type.

**Beer and Wine** – Products that are made by the vendor may be sold and sampled. It must be made and packaged in accordance with all state and federal laws. Vendor must have proper permits on display in their booth.

**Shell Eggs** – Vendors must obtain a current egg license issued by the State Egg Board, a Temporary Food Handler License from the county health department and sell in accordance with all regulations.

**Meat** – Vendors must obtain a Temporary Food Handler License from the county health department. Meat must be kept frozen at all times. Meats must be processed from an establishment inspected by the Indiana Board of Animal Health or the United States Department of Agriculture. Appropriate labeling must be clearly stated on each meat product sold.

## **PLANTS, PRODUCE AND CUT FLOWERS**

All plants and produce must be grown in the state of Indiana. Vendors are expected to grow at least 50% of what they sell. Goods grown by another Indiana farmer may be sold by the vendor if they are acquired directly from that farmer. All sources of plants and produce must be listed on your application. Each plant must be cultivated by the vendor from seed or plug for a minimum of six weeks. Plants or produce for sale cannot be purchased from a wholesale supplier. If any vendor is found to be purchasing produce or plants for resale they may be asked to leave the market for the remainder of the season. No refunds will be due to the vendor.

## **FOOD CONCESSIONS (FOR IMMEDIATE CONSUMPTION)**

A limited number of spots are available for food concessions. Vendors must make all food items themselves. No wholesale, resale or prepackaged foods are permitted. Vendors are encouraged to use Indiana grown ingredients in their foods. A menu must be included with your application. Health Department and/or Fire permits must be obtained and all rules followed. Those who will cook on site must pay for two spaces and include a 10-foot clearance on each side and the back of your canopy. You must also have a working ABC fire extinguisher and provide a trash can for your customers. If necessary, ground covering must be provided to protect the space from spills, residue or damage.

## **PET FOOD**

An Indiana Commercial Feed License must be obtained and displayed. All applicable rules must be followed.

## **ART AND CRAFTS**

Art and Craft items will be juried by members of the Market Committee. All work must be designed and executed by the vendor. No commercially manufactured items or objects produced from kits are eligible. Items should be original and of the highest quality. We reserve the right to jury any unacceptable items on site. Vendors should submit photos representative of the types of items they intend to sell. Photos should show the range and quality of the product. The Market Committee may request further information about creative process of various items.

## **NON-PROFIT**

A limited number of spots are available for non-profit groups to fundraise or provide education to the public. Non-profits who wish to sell items from any of the above categories must follow the rules as stated above. Other items for sale or exceptions are to be preapproved by the Market Committee.

## **FILING COMPLAINTS**

All vendors have the right to file complaints by delivering them to the Market Manager. If the complaint involves the Market Manager or the Market Manager has not dealt with the situation in a satisfactory manner, then the vendor may take the complaint to the Farmers Market committee. Formal complaints should be in writing and contain the infraction, date of the infraction, and the signature(s) of any witness or witnesses to the infraction as well as the signature of the complainant. Complaints will be reviewed in a timely manner and actions will be taken accordingly. Please feel free to email the signed complaint to [bargersvillefarmersmarket@gmail.com](mailto:bargersvillefarmersmarket@gmail.com) or mail complaints to P.O. Box 695 Bargersville, In 46106

## **LIABILITY RELEASE**

Vendor agrees to protect, indemnify, defend, save and hold harmless Bargersville Mainstreet, and the Town of Bargersville, its agents, servants, employees and/or representatives, against and from any and all claims, loss(es), cost(s) damages and/or expenses of any kind or nature arising out of or from any act, accident or occurrence in or at the Vendor's space(s) and/or booth(s) and/or elsewhere on facility property and/or grounds, or from the sale of goods and/or services by Vendor and/or Vendor's agents, servants, employees and/or representatives, or from any act or omission of Vendor, Vendor's agents, servants, employees and/or representatives and/or invitees.

All personal property, inventory, equipment and/or other items belonging to Vendor and/or Vendor's agents, servants, employees and/or representatives, shall be there at Vendor's sole risk, and neither Bargersville Mainstreet, and the Town of Bargersville, their agents, servants, employees and/or representatives, shall be liable for any loss, theft and/or damage of any kind sustained by Vendor and/or Vendor's agents, servants, employees and/or representatives, provided such loss, theft, and/or damage is not the direct and proximate result of intentional or grossly negligent acts or omissions of Bargersville Mainstreet its agents, servants, employees and/or representatives.

Vendor agrees to abide by and at all times be subject to terms and conditions herein, including those terms respecting the submission and/or refunding of deposits together with all rules and regulations set forth by Bargersville Mainstreet, the receipt of which Vendor expressly acknowledges, and which are expressly incorporated herein by reference. Failure to abide by any term or condition herein and/or any rule or regulation, or any misrepresentation by Vendor of the merchandise described and/or displayed, may subject

Vendor to the immediate termination, removal of exhibit (at Vendor's sole expense) and/or cancellation of any and all present and/or future market reservations, together with the loss of any and/all market fee(s) and/or deposit(s) paid to the Bargersville Mainstreet. Execution of the within agreement and/or remittance of deposit(s)/ fee(s) does not guarantee Vendor a reservation(s) in any market.

Exhibitors shall be selected by the Bargersville Mainstreet and/or its representative(s) in its discretion and/or upon the approval of the space. In addition to the foregoing, Bargersville Mainstreet, expressly reserves the right to cancel Vendor from any confirmed market should it be determined in the sole discretion of the Bargersville Mainstreet which discretion shall not be unreasonably exercised, that the Vendor has engaged in any activity which reflects poorly upon Bargersville Mainstreet, and the Town of Bargersville. If for some reason beyond the control of the Bargersville Mainstreet it becomes impossible to hold any scheduled market in which entry fees and/or deposits have been remitted by Vendor, all sums will be refunded without liability to Vendor. However, if severe weather conditions or other acts of God, causes the closing of any market, no refunds and/or rain dates shall be due the Vendors. Vendor alone is responsible for all taxes and/or permits in connection with sales made, as well as comprehensive and liability insurance. Vendor alone is responsible for compliance with all local, state and/or federal laws respecting his/her/its exhibition, participation and/or sales.

This agreement is entered into and shall be governed by the laws of the State of Indiana and Vendor *expressly* agrees that any and all claims, actions, and/or proceedings with respect to this agreement shall be brought in the Courts of Johnson County, Indiana to which Vendor submits to exclusive jurisdiction.

#### **FAILURE TO COMPLY**

Failure to comply with written Vendor Rules and Agreement will result in the Bargersville Farmers Market asking the Vendor to make a change in order to comply with the rules and procedures and/or in asking the Vendor to leave the Market.

#### **RULE CHANGES**

All rules are subject to change. Vendors will be notified of rule changes in writing.

## VENDOR RESOURCES

- Indiana State Egg Board  
Purdue University Poultry Building  
125 S. Russell St.  
West Lafayette, IN 47907  
(765) 494-8510
- Pet Treats and Food  
Office of Indiana State Chemist  
Bob Geiger – Feed Administrator Purdue University  
175 S. University  
West Lafayette, IN 47907  
(765) 494-1492
- Johnson County Health Department  
86 W. Court St.  
Franklin, IN 46131  
(317) 346-4365  
bsmith2@co.johnson.in.us