

Jefferson Township Community Farmers Market

7494 Clark State Road

2011 RULES & REGULATIONS

What Can Be Sold:

Products made at the vendor's home, or produce grown on land owned or controlled by the vendor; i.e.

Vegetables grown from seeds, sets, or seedlings on land owned or leased by the seller.

Fruit, nuts, or berries grown on land owned or leased by the seller.

Plants grown by the seller from seeds, bulbs, transplants, or cuttings on land owned or leased by seller.

Bulbs propagated by the seller.

Cut or dried flowers, herbs or seeds, raised by the seller on land owned or leased by the seller.

Honey and bee products from the seller's bees.

Eggs from poultry owned by the seller. *

Meats from animals raised on land owned or leased by the seller. *

Cheese or dairy made from animals raised on land owned or leased by the seller. *

Preserves, jams, vinegars, infused oils made by the hand of the seller. **

Baked goods, candy, snack food made by the hand of the seller**

Other products with approval

**All health department and agriculture department regulations (temperature control, air contact, processing, etc.) pertaining to the sale and transport of any fresh food (raw meat, eggs, dairy, etc.) sold at the Jefferson Township Community Farmers Market must be observed.*

*** Prepared food products must be made at the vendor's home or on the farm. The vendor must produce the primary ingredient(s) for food products made at another site.*

We may allow 2 vendors to share 1 booth providing both vendors sign the application.

Vendors are encouraged to find a compatible partner to allow each partner to sell at a different Saturday market so each partner can broaden their customer base. The way this can work: 1 partner sells products of both vendors at one market, and the other sells products of both vendors at a different market. We encourage all vendors to take advantage of this mechanism to grow your business.

Diversity of produce/products

To enhance the diversity of produce/products available at the Jefferson Township Community Farmers Market, vendors may request approval to bring produce from a neighboring farm or homegrown/homemade edible products, herbs or plants not specifically addressed above. The Manager on a case-by-case basis with the following considerations will review requests for approval:

- The produce or products would be a unique offering to the Jefferson Township Community Farmers Market
- The same/similar produce or products are not available from other vendors at the market
- There is a high shopper demand for the produce or products

*If you intend to bring any products not "home-made" in your home, or produce that was not grown on land you own or lease, or you intend to bring products not previously approved; you **must** contact the Market Manager by phone or by email to obtain prior authorization by Thursday of each week for **advance** approval. Do not bring unapproved produce or products on market day and assume you will get approval once you arrive at the Market. You will not be permitted to sell the unapproved items that day.*

If your request is approved, the total percentage of pre-approved additional produce/products cannot be greater than 20% of your total products on any given day.

Produce/products may be traded from another farm; not purchased at wholesale directly from other local growers. All products sold must be Ohio grown/made. These products, when brought to the Market from another grower must clearly be signed prominently and displayed (with product) stating the name and location of the farm where it is grown, and any required farm certification.

Applications must be received at least one week prior to, and approval received before, the market day that you wish to participate.

In no case may any farm, seasonal or otherwise, sell produce/products that were purchased at wholesale for resale at the Jefferson Township Community Farmers Market. The wholesale purchase of produce/products from the terminal, or the "trade" of produce at the terminal, is strictly prohibited. Growers thought to or have been found to be selling products purchased at wholesale for resale at the Jefferson Township Community Farmers Market will be required to leave the Market and forfeit their reservation fee. A site or home inspection, at any time, may be required by the Market Manager to insure the quality and/or integrity of your products and the Market.

We reserve the right to restrict crafts and the sale of other products: If you intend to offer crafts at the Market, you must contact the Manager for advanced approval by Thursday of each week. Only those craft items that are made from farm-harvested materials can be sold. All products must receive approval to be sold at the Market.

Days and Hours of Operation:

The Jefferson Township Community Farmers Market facility is held on Saturday mornings. The Market will open June 18 and will be held weekly through Oct 1. Sale hours will be from 9:00 a.m. to noon. Grounds open by 8 a.m. each Saturday. ***You must arrive by 8:45 a.m. and be set up and ready to sell by 9:00 a.m. or forfeit your location. If you arrive late, you may not be permitted to set up.*** Vendors must be ready to leave the site no later than 12:30 p.m.

Booth Assignment and Cost:

Booth locations are assigned by the Market Manager. Booth areas will be 12 X 12 feet; smaller spaces will not be rented. With approval, vendors may rent up to two spaces, providing they have enough products to warrant doing so. Booths are assigned first to vendors who are returning from previous seasons, who are requesting seasonal reservations, then to those seeking monthly reservations, and then to single date requests. Cost for each space is \$15 if rented on a weekly basis; \$150 if rented for the season (16 weeks). Receipts for booth fees will be issued by the end of the calendar year, unless otherwise arranged with the Manager.

Merchandising Displays/Set Up:

Sale tables and all produce for sale must be confined within the sales boundary lines as designated by the Market. If your displays or produce/products are set outside of the designated sales boundary lines and are determined by the Market management to be impeding the safe flow of customer traffic you will be asked to place all of your products within the designated stall boundaries.

Cancellations:

Vendors who have reserved a space, but are unable to attend the Market on a given day are urged to contact the Jefferson Township Community Farmers Market business office at the earliest opportunity. If you notify us before Thursday prior to your scheduled day, you may transfer your reservation to another date. This date must be scheduled in advance with the Manager at the Jefferson Township Community Farmers Market. Under no circumstances will a refund be given, in whole or in part.

Watch your e-mail:

Information about the market will be e-mailed to you by the market manager. E-mails may include important information you need to know ahead of market day, requests to confirm your attendance, and also general info regarding special events, advertising, etc. **Please respond via return email or phone promptly when asked to confirm your attendance. Failure to do so may result in loss of your assigned booth space for the day.**

Licensing/Labeling requirements:

If you sell a product on which sales tax is required to be collected, you are required to obtain a vendor's license. For information, contact the Franklin County Auditor at (614) 525-3200. Vendors selling certified organic foods must acquire any required certifications and must present a copy to the Manager. Any other licenses or certifications needed to sell your products must be obtained by you and a copy presented to the Manager. It is your responsibility to know which licenses or certifications you need. You must carry liability insurance, with Jefferson Township named as an additional insured, provide a certificate of insurance to the Market Manager when applying for booth space, and sign a waiver of liability (attached to application). All state and local labeling rules/laws must be followed.

It is also your responsibility to ensure that you are following all state and local rules/laws for weights and measures. Contact the Franklin County Auditor's Office at (614) 525-3200 for information. Please contact the Market Manager with any questions.

Pricing:

Vendors are encouraged to set their own competitive prices, but, "price wars" will not be tolerated. All products must be clearly labeled for pricing either individually or with a price sign or display board.

Clean up:

Vendors who will be offering samples to shoppers are required to provide an easy-to-find trash receptacle within the stall for the customers to use. At the end of the day, vendors are responsible for the removal of all refuse/trash such as vegetable scraps, signs, containers, etc. You are required to leave the space as clean as you found it.

Inspections:

A site or home inspection may be required by the Market Manager to insure the quality and/or integrity of your products and the Market.

All decisions will be made by the Market Manager and will be final.

Violation of any of the above Farmers Market Rules and Regulations may cause forfeiture of the right to continue as a Farmers Market participant. The Jefferson Township Community Farmers Market will give one verbal notice of the violation to the vendor. If the violation is not corrected, then the vendor will be expelled from the Market.

**Jefferson Township
Attn: Farmers Market
6545 Havens Road
Blacklick, OH 43004
(614) 855-4260 office
(614) 778-0452 cell
Questions, e-mail Rob Platte
rplatte@jeffersontownship.org**

**Jefferson Township
Community Farmers Market
7494 Clark State Road**

**2011 APPLICATION TO PARTICIPATE IN THE
JUNE 18 TO OCTOBER 1 SEASON**

Vendor name _____

Authorized Representative's Name _____ **Signature** _____

Address _____

Business Ph: () **Cell Ph.** () **Emergency Contact No.:** ()

E-mail address _____

Produce/products to be sold: (see rules and regulations)

of 12x12 spaces (limit 2) _____ **Specific Date(s) requested** _____
(If for entire season, write, "Full Season")

Large Truck space (limit 1) _____
All spaces are sold on a "first come, first served" basis. Vendors may not purchase more than (1) one truck space.

Amount enclosed: _____ \$15 weekly; \$150 for the season.

By signing this form and the accompanying indemnification form, I indicate that I agree to participate in the Jefferson Township Community Farmers Market in accordance with the Farmers Market 2011 Rules and Regulations, which I have received and read and I consent to a home/farm inspection by the Farmers Market Manager if requested. The information contained in this application is accurate and complete to the best of my knowledge.

Signature **Print Name** **Date**

Business Name **Address**

Please attach the following
with this application:

- Hold Harmless/Indemnification Agreement
- Copy of Liability Insurance Certificate
- Copy of Vendor's License (if required)
- Copy of Other Licenses (if required)

Mail payment to

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Now comes the undersigned being _____, (hereinafter the "Undersigned,") and the Board of Township Trustees of Jefferson Township, Franklin County, Ohio, (hereinafter the "Township") and enter into this Agreement on this _____ day of _____, 2011.

WHEREAS, The Undersigned desires to sell: _____

_____ and,

WHEREAS, the Township agrees to permit such activity as described in the preceding paragraph,

NOW, THEREFORE, the Undersigned and the Township, in consideration of the mutual covenants and agreements, hereby agrees as follows:

The Undersigned agrees to indemnify and hold harmless the Township, each member of the Board of Trustees of the Township, and each officer and employee of the Board (and their heirs, executors, administrators and assigns) who is made a party or is threatened to be made a party to any litigation, action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a trustee, officer, employee or agent of the Board or is or was serving at the request of the Board against expenses, attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding in connection with any activity by the Undersigned, or his designee, employee, agent, assign or contractor permitted under this agreement including, but not limited to, any negligent or intentional act which results in any harm or damage to another or to property of another. The foregoing right of indemnification shall not be exclusive of other rights or remedies to which such Board or Township official, or their heirs, executors and administrators may be entitled.

IN WITNESS WHEREOF, we have set our hands on the date set forth above.

The Undersigned:

Jefferson Township Board of Trustees

By: _____

Title: _____

(PLEASE PRINT NAME)

Authorized representative of the Undersigned

Print Name