

Jefferson Township Community Farmers Market
7494 Clark State Road

2010 RULES & REGULATIONS

What Can Be Sold:

Food 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 seed, 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 sellers' 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 hand of the seller. **

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

**All health department regulations (temperature control, air contact 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 will waive any rule preventing 2 vendors to share 1 stall 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 his customer base. The way it 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 find a compatible partner and 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; 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 produce/products cannot be greater than 20% on any given day.

Produce must be traded from another farm; not purchased at wholesale for resale directly from other local growers. All products sold must be Ohio grown. 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.

In no case may any farm, seasonal or otherwise, sell produce that was purchased at wholesale for resale at the Jefferson Township Community Farmers Market. The wholesale purchase of produce from the terminal, or the "trade" of produce at the terminal, is strictly prohibited. Growers that have been determined 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.

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 advance approval by Thursday of each week. Only those craft items that are made from farm-harvested materials can be sold.

Days and Hours of Operation:

The Jefferson Township Community Farmers Market facility is held on Saturday mornings. In 2010, the Market will open June 12 and will be held weekly through Sept 25. Sale hours will be from 9:00 am to noon. Grounds open by 8 am. Each Saturday. **You must set up and be ready to sell by 9:00 am or forfeit your location.** Vendors must be ready to leave the site no later than 12:30 pm.

Stall Assignment and cost:

Location assignment is based on receipt of reservations based on the date received. Stall areas will be 12 X 12 feet; smaller spaces will not be rented. Stalls are assigned first to vendors 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).

Merchandising Displays/Set Up:

Sale tables and all produce for sale must be confined within the sales boundary lines as designated by the Jefferson Township Community Farmers Market. If your tables *or* produce/products are set outside *of* the designated sales boundary lines and is 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:

Farmers who have reserved a stall, but are unable to come to 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.

Watch your e-mail:

Information about the market will be e-mailed to you frequently by our 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.**

Pricing:

Farmers set their own retail prices, but must display them clearly in writing by using one *or* more of the following signage techniques: Individual price stickers on each item: Individual price signs for each type of produce, *or* List of prices on a large sign *or* board.

Growers are strongly encouraged not to under-value their products: "price wars" and underselling reduce the profit margin for all.

Clean up:

Farmers who will be offering samples for the 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 farmers are responsible for the removal of all refuse such as vegetable scraps, signs, containers, etc. You are required to leave the space as clean as you found it.

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 Ohio Department of Taxation at (614) 466-7351. Vendors selling certified organic foods must provide the appropriate certification and must present a copy to the Manager. You must carry liability insurance when applying for stall space and sign a waiver of liability (attached to application).

Weights & Measures/Appropriate methods of sale:

You must follow the guidelines for the sale of produce provided by Franklin County. Contact the Franklin County Auditor's office. If you use a scale, it must bear the seal of inspection from that office. Call (614) 462-7380, or e-mail aashield@franklincountyohio.gov

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
rplatte@jeffersontownship.org**

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

2010 APPLICATION TO PARTICIPATE

Vendor name _____

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

Address _____

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

E-mail address _____

Produce/products to be sold: (see 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, you indicate that you agree to participate in the Jefferson Township Community Farmers Market in accordance with the Farmers Market 2010 Rules and Regulations, which you received & read with this application.

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

Business Name **Address**

Mail payment to

**Jefferson Township
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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 _____, 2010.

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 and each member of the Board of Trustees of the Township and each officer of said 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