

## **WASHINGTON COUNTY FARMERS' MARKET CONTRACT**

In consideration for the right to participate in the Washington County Farmers' Market (hereinafter "Market"), the undersigned producer(s)/vendor agree to the following regulations.

### **ADMINISTRATION AND DATES AND TIMES FOR OPERATION**

The Market is administered by the Farmers' Market Board following these regulations. The Board sets fees and determines Market policies. The Board oversees the Market and has authority to assign vending space, settle disputes and disqualify vendors for violations of regulations.

The Market will open in May for plants, strawberries etc. The market will continue to operate throughout the summer and fall on Saturdays as produce is available. Hours will be 8:30 a.m. - 12:00 p.m. on Saturday at the Washington County Justice Center parking lot at 801 Jackson St. in Salem. Vendors should not start to set up before 8:00 AM. When produce is plentiful, the market will also be open on Tuesday evenings from 4:00 p.m. – 6:00 p.m.

The Board reserves the right to terminate the Market, to change its time and location or to make changes in the Market's operating guidelines.

### **ELIGIBILITY OF SELLERS**

A vendor must produce at least 85% of products being sold each market day. Dedicated vendors may be exempt of this percentage, at the board's discretion, when selling seasonal produce. All produce being sold at the market must be grown by a producer from within or adjacent to the county where the vendor resides. Vendor may include those individuals who share in the farming of a farm or garden.

Members may assign an agent or wage earning employee to sell for them providing producer furnishes name of agent to the Board prior to the agents' attendance at the market. Should any questions arise as to whether a producer is actually producing 85% of what he sells, the Farmers' Market Board or appointed agents would have the right to inspect the producer's production location where the produce is being acquired.

Producers participating in the market must reside and produce in Washington or adjacent counties.

### **LIABILITY/INSURANCE**

The Market now has a group liability policy. It is still recommended that vendors have their own insurance and discuss individual needs with their insurance carrier. If the vendor does not have their own policy, they must pay an additional \$30 when paying their membership fees. If the vendor provides a current certificate of insurance, the additional \$30 is waived.

### **WIC (Women, Infants, and Children) PROGRAM**

If funding is available, this is a state program to provide nutrition to families through local farmers' markets. Producers may accept vouchers for payment for produce only if proper application and certification has been completed. Check with the WIC Office for more details.

### **GOODS PERMITTED FOR SALE**

The following goods may be sold at the Market: fruits, vegetables, dried and fresh herbs and spices, grape vine wreathes, plants, cut flowers, honey, eggs (Egg producers are required to be licensed by the Indiana Egg Board), unpopped popcorn, meat, other approved farm products and some minimally processed food items. These processed food items are: maple syrup, jellies, jam, preserves, sorghum, frozen persimmon pulp, dried vegetables, dried fruits, cider or apple butter.

Meats and minimally processed food items must meet all state and local regulations. Non-perishable baked goods such as breads, cakes, and cookies as well as woodcraft and other natural or homemade crafts may be sold. All craft items must be original and handcrafted by the vendor. No purchased raw materials or commercially prepared products may be sold, unless significantly transformed through

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handcrafting to create original quality work by the vendor. No craft items made from kits, reproductions of artwork or Trademarked items, and commercially manufactured clothing, unless substantially altered or enhanced by the vendor will be allowed. The starting material must be significantly altered and enhanced by the vendor and the finished product should artistically dominate any commercial components used in the product. Other items of a craft nature, antiques or garage sale items are prohibited from being sold at the market. Items or activities not included previously, must be approved by the Board Executive Committee.

For advertising purposes, it is suggested that you call the Extension Office (812-883-4601) to let them know what items you will be selling at the market.

**REGISTRATION TO SELL**

Each year, producers must submit a signed contract and pay applicable marketing fees before selling any goods.

**ASSIGNMENT OF SPACE**

Space is available on a first come first serve basis. Each producer is limited to one vending space unless payment is made for additional spaces. Vendors are required to sell from their space and are prohibited from harassing customers of other producers.

**DISPLAY OF PRODUCE**

The Health Department prohibits produce being sold from coming in contact with the ground. Produce can be sold from the back of a vehicle, tables or from the top of upside down bushel baskets. Porous produce (i.e. berries) may not be sold in wooden boxes. They should be sold in new plastic containers. No used bags are permitted for selling or transporting produce. Displays of produce should not interfere or impede pedestrian movement at the market.

**MARKETING FEES**

All fees are non-refundable and are based as follows: Membership is \$50.00 and must be paid by the first day of the market. If paid after the first day, the fee will be \$60.00. If fee is not paid or forms not returned, membership will be terminated. Member status in the Farmers' Market entitles member to participate in marketing programs of the Farmers' Market. Fees should be paid by check only and made payable to: Washington County Farmers' Market.

**HOUSECLEANING**

Producers must clean litter and debris before leaving their space.

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By signing the contract, the producer(s)/vendor acknowledge they have read and agree to the contract and that they have received a Home-Based Vendors Fact Sheet. Signing this contract provides consent to possible inspection of production site.

\_\_\_\_\_  
Producer Name (signature)  
Date \_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Producer Name (printed)  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_

<b>Office Use Only</b>			
Membership Fee _____	Insurance Fee _____	Certificate of Insurance _____	
Amount Paid _____	Cash/Check # _____	Received by _____	Date _____