



## 2021 Edinburgh Farmers Market Rules and Regulations

### PURPOSE

The primary purpose of the Edinburgh 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

Edinburgh Farmers Market is organized under the direction of John R Drybread Community Center. It is overseen by SaraBeth Drybread and you can contact her at 812-526-3539, [sdrybread@edinburgh.in.us](mailto:sdrybread@edinburgh.in.us). Applications should be completed online, sent to her, or dropped off at the Community Center, 100 E Main Cross Street, Edinburgh, IN 46124

### MARKET LOCATION AND DATES

Edinburgh Farmers Market will host two sessions in 2020 on Thursdays from 4-7pm.

- The first session will run May 27th – July 29th (10 weeks)
- The second session will run August 5th – October 7th (10 weeks)

### MARKET FEES AND SPACE

All vendors must complete and sign the entire application. Incomplete applications will be denied. Early applications will receive some priority when assigning spaces. All fees must be paid in advance in accordance with the fee structure listed below.

- Full Time Vendor - A full time vendor is someone who will attend 7 weeks of the 1st session or 7 weeks of the 2nd session. The full time vendor fee is \$25.00 per session or \$40.00 when signing up for both sessions and should be paid when the application is approved. Full time vendors who miss more than 3 weeks without prior notice may not be allowed to participate in the market. Emergency circumstances will be taken into consideration before removing a vendor due to absences.
- Day Rate Vendor – A day rate vendor will be charged \$5 per day to attend the market. Space for day rate vendor is not guaranteed if all spaces are taken by full time vendors

## **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 Wednesday prior before 4pm. Notification must be made via email at [sdrybread@edinburgh.in.us](mailto:sdrybread@edinburgh.in.us) or by phone at 812-526-3539 or 812-343-3588.

Vendors who are absent from a scheduled day at the market and who did not notify the market manager(s) will be charged a \$5.00 no-show fee due the next time the vendor is at the market. All fees must be paid when due in order for the vendor to continue selling at the market. Emergency circumstances will be taken into consideration before 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. Spaces are assigned based on product sold, full or part time status, market seniority, 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, 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 all trash in their area. Fees may be assessed for non-compliance.

Electrical services are extremely limited. Vendors should speak with the Market Manager about availability. Electricity will be provided based on need, seniority and application date. You may bring your own battery power.

There are a limited number of vendor spaces that allow vehicle parking. First priority will be given to full session vendors then produce, meat, cheese, and other homemade food vendors. Craft vendors will be considered separately after all other vendors. Goods may be sold directly from vans, trucks, trailers or cars where applicable. Vehicles may not be run during the market.

Vendors not selling from their vehicles should remove their vehicle as soon as they unload. No vehicles are permitted to drive through the market after 3:45 p.m. Vehicles should be parked in adjacent parking lots at Horizon Bank, Town Hall and if space allows, at the end of Main Cross.

## **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 participation 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 be in place by 3:45 p.m. or their space may be given to a one-day vendor.
- 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**

Edinburgh Farmers Market is an open market. 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 Edinburgh Farmers Market:

- Fresh fruits and vegetables
- Dried and fresh herbs and spices
- Honey
- Chicken 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. It must be made and packaged in accordance with all state and federal laws. Vendors 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 include a 10-foot clearance on each side and the back of your canopy, so depending on number of vendors, you may have to purchase two spaces. 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**

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 the 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 pre-approved 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 Parks & Rec Superintendent. 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. Parks Superintendent can be reached at 812-526-3535,

## **LIABILITY RELEASE**

Vendor agrees to protect, indemnify, defend, save and hold harmless John R Drybread Community Center, and the Town of Edinburgh, 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 John R Drybread Community Center, and the Town of Edinburgh, 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 John R Drybread Community Center 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 John R Drybread Community Center, 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 John R Drybread Community Center. 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 John R Drybread Community Center and/or its representative(s) in its discretion and/or upon the approval of the space. In addition to the foregoing, John R Drybread Community Center, expressly reserves the right to cancel Vendor from any confirmed market should it be determined in the sole discretion of John R Drybread Community Center which discretion shall not be unreasonably exercised, that the Vendor has engaged in any activity which reflects poorly upon John R Drybread Community Center, and the Town of Edinburgh. If for some reason beyond the control of John R Drybread Community Center 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 Edinburgh 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.

· 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

· Indiana Home Grown Indiana State Department of Agriculture Heather Tallman One North Capitol Avenue, Suite 600 Indianapolis, IN 46204 htallman@isda.in.gov