



## WHITELAND FARMER'S MARKET RULES & GUIDELINES

### PURPOSE

The primary use of Whiteland Farmer's Market & More (the "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.

### MARKET LOCATION, DATES & TIME

Whiteland Farmer's Market & More sessions will be on Fridays beginning June 9<sup>th</sup> and running through September 15<sup>th</sup>. The Market will be divided into 2 sessions: 1<sup>st</sup> session June 9<sup>th</sup> - July 21<sup>st</sup>, and 2<sup>nd</sup> Session August 4<sup>th</sup> - September 15<sup>th</sup>. The hours of operation are 5:30 p.m. to 8:00 p.m. The address for the market is 549 Main St, Whiteland, IN 46184.

### 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. There is a maximum of two vendors per space. All vendors must fill out an application and agree to the terms of the rules and guidelines. All fees must be paid in advance in accordance with the fee structure listed below. No refunds will be given.

- **Full-Season Vendor** - A full-time vendor is someone who will attend 14 weeks of the season. The full-time vendor fee is \$100.00 per space and should be paid when the application is approved. Full time vendors who miss more than 2 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.
- **Half-Season Vendor** – A half-time vendor is someone who will attend 7 weeks of the season, in either the 1<sup>st</sup> or 2<sup>nd</sup> session. The half-time vendor fee is \$75.00 per space and should be paid when the application is approved. Half-time vendors who miss more than 2 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 \$20 per week to attend the market. We will have extra space at the market for day rate vendors.

### VENDOR INFORMATION

#### 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 and a copy needs to be provided to the Town.
- 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 shall display those permits as required.

- Vendors must be present at least 15 minutes before the beginning of their session or their spot may be given to a one-day vendor.
- Vendors are responsible for making sure all helpers and workers know and understand the rules and guidelines 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 keep their spot manned at all times until the end of their session.
- Vendors must have their personal items, equipment, vehicles, and trash removed from the market within 1 hour of the end of their session.
- 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 and remitting all applicable sales tax in accordance with state and local laws.

## **VENDOR SPACE**

A vendor spot is 1 parking space. Spots are assigned by the Market Manager. Vendor spots may be adjusted based on the number of vendors to fill in any gaps in the layout. A weekly vendor update is sent out by email 24-48 hours prior to market opening with a booth map and other pertinent updates. If substantial changes happen with vendor cancellation after the map has been sent, the Market Manager may call or ask vendors in person when they arrive to take a different booth space.

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. Canopy weights are strongly recommended. Loading, unloading, and set up is the sole responsibility of the vendor. **At no time can anything (signs, stakes, poles etc.) be put into the ground.**

Vendors must keep their space and the market property clean and free from all damage. The Town's 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.

## **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 9:00 a.m. on the day of the market. Notification must be made via email at **farmersmarket@whitelandin.us** or by phone at **(317) 535-5531**. Vendors who are absent from a scheduled day at the market and who did not notify the market manager(s) will be charged a \$10.00 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.

In the event severe weather causes the Market Manager to cancel the market, an email or text notification will be distributed. The Market is a rain or shine market, except when there is lightning in the immediate area. It is imperative that vendors provide an email address and cell phone number with the vendor's application to be used for communication purposes. There may be many vendor no shows on days with bad weather. Please let the event organizer know by phone, text, or email that you will not be at the market as soon as you are aware.

## **GOODS PERMITTED TO BE SOLD**

Whiteland Farmer's Market & More is an open market. The Johnson County Health Department and the Market Manager have the discretion and authority to ask for items to be pulled from the 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 Whiteland Farmer's Market & More:**

- 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 license 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 Jennifer Warner at the Johnson County Health Department.

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

- Producer's name and address
- Common or usual name of product
- Location of preparation
- Ingredients in descending order by predominance by weight (must identify the food source names of all major food allergens used to make the food)
- Net weight and volume by standard measure or numerical count
- Date food product was processed
- Price

(Labeling (or signage) is not required for whole, uncut produce.)

HBV food products 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.

**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.

## **PET FOOD**

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

## **ART AND CRAFTS**

All Art and Craft items 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. The Market Manager shall have the right to determine that items are unacceptable 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 Manager may request further information about the creative process of vendor items.

## **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 Whiteland Town Manager. Formal complaints should be in writing and contain the alleged infraction, date of the alleged infraction, and the signature(s) of any witness or witnesses to the alleged 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 [farmersmarket@whitelandin.us](mailto:farmersmarket@whitelandin.us) or mail the complaint to **Town of Whiteland, 549 Main St, Whiteland, IN 46184**.

## **LIABILITY RELEASE**

All personal property, inventory, equipment, and/or other items belonging to Vendor and/or Vendor's agents, servants, employees, and/or representatives, shall be present at the Market at Vendor's sole risk, and neither the Town of Whiteland (the "Town"), its 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, employees, and/or representatives, provided such loss, theft, and/or damage is not the direct result of an intentional or grossly negligent act(s) or omission(s) of the Town of Whiteland or its agents, employees, and/or representatives.

Vendor agrees to abide by and at all times be subject to the terms and conditions herein, including those terms respecting the submission and/or refunding deposits together with all rules and regulations set forth by Town of Whiteland. 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 any and all present and/or future Market reservations to cancellation, together with the loss of any and/all market fee(s) and/or deposit(s)/fee(s), which do not guarantee Vendor a reservation(s) in any market.

Vendors shall be selected by the Town and/or its representative(s) in its discretion and/or upon the approval of the space. In addition to the foregoing, the Town expressly reserves the right to cancel Vendor from any confirmed market session should it be determined in the sole discretion of Town, which discretion shall not be unreasonably exercised, that the Vendor has engaged in any activity which reflects poorly upon the Town. If for some reason beyond the control of the Town it becomes impossible to hold any scheduled market session in which entry fees and/or deposits have been remitted by Vendor, all sums will be refunded without further liability to Vendor. However, if severe weather conditions or other acts of God cause the closing of any market session, no refunds and/or rain dates shall be due to 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.

Participation in the Market 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 irrevocably submits to exclusive jurisdiction.

## **FAILURE TO COMPLY**

Failure to comply with written these Rules and Guidelines may result in the Whiteland Farmer's Market & More asking the Vendor to make a change in order to comply with these Rules and Guidelines and/or asking the Vendor to leave the Market.

## **RULE CHANGES**

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