

Whiteland Farmer's Market

VENDOR APPLICATION

June 4, 2024 – August 27, 2024

TUESDAYS from 5:30pm – 7:30pm

Johnson County Public Library - Clark Pleasant Branch
350 Clearwater Blvd., Whiteland

Business Name: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Please provide a SPECIFIC description of item(s) selling: _____

Source of Products to be sold: _____

Vendor Requirements:

- Each applicant selling handmade items, must submit at least 3 photos of his/her work
- Acceptance of new vendors will be based on quality, originality, and venue compatibility or work.
- It is the responsibility of vendors to provide the Market Manager with copies of all permits and certificates before selling any products.

Cost:

\$20 each week or \$100 for the entire season.

Once approved, payment can be mailed or hand-delivered and made payable to the Town of Whiteland, Attention: Farmer's Market, 549 E. Main St., Whiteland, IN 46184. Please contact Town Hall at (317) 535-5531 if you have any questions or need additional information.

Rules & Regulations:

Please read the Whiteland Farmer’s Market Rules & Guidelines and by signing below you agree that you have read and understand the Rules and Guidelines and agree to abide by the Rules and Guidelines.

Vendor Name (print): _____

Vendor Signature: _____ Date: _____

Waiver of Liability:

By signing below, Vendor agrees to release, indemnify, and hold harmless the Town of Whiteland (the “Town”), Johnson County Public Library (Clark Pleasant Branch), the market organizer, and all event sponsors, including their officers, directors, agents, volunteers and employees (individually and collectively referred to as the "Town Indemnified Party"), from and against any and all claims, demands, actions, causes of action, liens, losses, damages, and expenses (including attorneys' fees and expenses arising therefrom or incurred in the enforcement of this paragraph) arising out of or in connection with any and all of the following (including without limitation, claims for personal injury or death, loss of or damage to property, and related costs and expenses arising out of or related to negligent acts or omissions of the Town Indemnified Party): (1) any structures constructed or installed by or on behalf of Vendor or the Town Indemnified Party in relation to the Whiteland Farmer’s Market, (2) any apparatus, equipment, or personal property owned or used by the Vendor and/or Vendor’s agents, employees, and/or representatives, on the library’s property or in relation to the Whiteland Farmer’s Market, (3) any act or omission of Vendor and/or Vendor’s agents, employees, and/or representatives, or the Town Indemnified Party in relation to the Vendor’s use of the Whiteland Farmer’s Market or the Library’s property, (4) the presence of the Vendor and/or Vendor’s agents, employees, and/or representatives in or upon the Library’s property, and (5) participation of the Vendor and/or Vendor’s agents, employees, and/or representatives in the Whiteland Farmer’s Market, including those resulting from the sale or distribution of the Vendor’s products or services.

I understand that the Town of Whiteland has the right to ban any vendor at any time who does not abide by the market’s Rules and Guidelines without a refund of the market season fees.

Vendor Name (print): _____

Vendor Signature: _____ Date: _____

Do not mark in this box. STAFF USE ONLY.

Date application received _____

Application is Approved Not Approved

_____ Cash _____ Check

Whiteland Farmer's Market

WHITELAND FARMER'S MARKET RULES & GUIDELINES

PURPOSE

The primary use of Whiteland Farmer's Market (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. Our vision is to provide a local marketplace for food-inspired growers, producers, and businesses that can prosper, while offering our community the experience of locally grown food and handcrafted items.

MARKET LOCATION, DATES & TIME

Whiteland Farmer's Market will be held on Tuesdays beginning June 4th and running through August 27th. The hours of operation are 5:30 p.m. to 7:30 p.m. The Market will be held at the Johnson County Public Library – Clark Pleasant Branch at 350 Clearwater Blvd., Whiteland.

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 13 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.
- **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 always have their children under adult supervision, including inside the library.
- 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 market closing.
- 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. 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 library'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.

Goods may be sold directly from vans, trucks, trailers, or cars. Vehicles may not be running during the market. Vehicle vendor spaces will be assigned based on need, distribution of products throughout the Market, and application date. Vendors not selling from their vehicles should remove their vehicle as soon as they unload.

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@whiteland.in.gov** 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 is an open market. The Whiteland Farmers Market would like to maintain the market at approximately 60% of vendors selling fruits and vegetables, meat, poultry, fish, dairy products, breads and cereals, other locally produced foods. Items sold should be tangible and, in some way, created, designed, or made by the vendor. Wholesale or resale items, memberships, delivery services, or subscriptions are not permitted to be sold. All items being sold must adhere to family-friendly standards and are subject to approval by the Market Manager.

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:

- 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 the Johnson County Health Department.

Home Based Vendor – Food items processed by a HBV (Home Based Vendor) are currently sellable under Indiana law. 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.

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.)

Requirements with the health department: [Home Based Vendor Information](#)

All home-based vendors are required to obtain a food handler certificate from a certificate issuer that is accredited by the ANSI, such as ServSafe certification. Upon request, the home-based vendor must provide a copy of the certificate to the Market Manager. For more information refer to: [ServSafe \(purdue.edu\)](#)

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 cook on site must pay for two spaces and include a 10- foot clearance on each side and the back of your canopy. You must also have a working 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 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 Director of Administration. 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@whiteland.in.gov 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"), the Johnson County Public Library, 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, Johnson County Public Library, 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 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.