

DBA: Ft Wayne's Farmers Market 2018 Rules and Policies Rev 5

MISSION STATEMENT: Our mission at FWFM Inc. is to promote the health benefits of and to provide access to fresh, local produce, foods, natural products as well as arts and crafts to the general populace by providing an outlet for local producers to sell their products directly to customers; to assist in the economic development of Fort Wayne and the surrounding region; to provide opportunities for small businesses to grow and prosper; to provide access to fresh, locally grown produce and foods to the low income community by partnering with nonprofits who serve those populations; and to combat food deserts in our region.

The Market staff will work with the Property Manager for an effective flow and layout. Resolve disputes and collect temporary vendor fees approve every vendor. Vendor approval is only given if the staff determines that the vendor's participation in the Market is consistent with our mission.

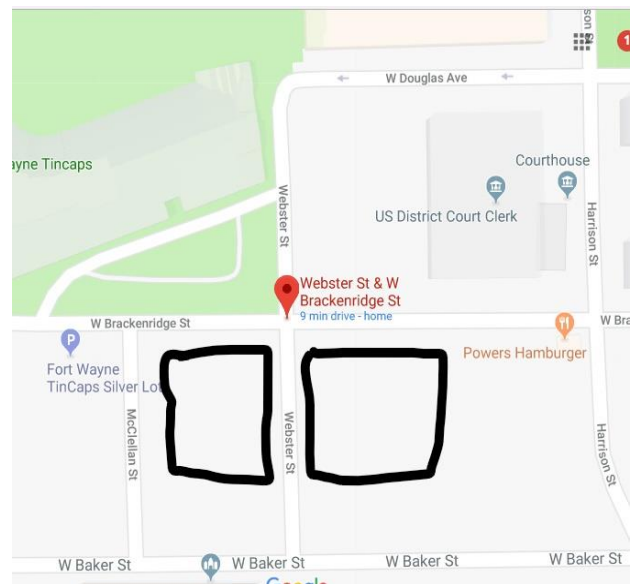
These Rules and Policies were created for the FWFM and are for all Growers, Agricultural, Value-Added and Non-Profit Vendors (hereinafter called participants) including their employees. Participants are required to read these rules and regulations carefully before signing the last page. **If we do not receive a signed acknowledgement of FWFM rules you will not be allowed to set up.**

Definition of Vendor: A individual or business that participates with the FWFM with the intent to sale their locally made or produced items.

Definition of Sponsor: A individual or business that displays at the FWFM to hand out pamphlets, fliers or literature to gain visibility.

1. Arrival & Set Up: Vendor set-up may begin 1.5 hours before the start of the market. All participants are to unload supplies and move vehicles out of the Market area to a designated location, **no later than 45** minutes before market start time.

- Summer Participants who have been assigned a vendor space that allows a vehicle must be parked in place no later than 1 hour before market (unless prior approval). All others will park in the city lot on Wayne St. **Do not use church parking this is for YOUR customers.**
- Indoor Participants: Gates open at 7:30, gates will close at 8:15 and remaining vehicles removed before 8:30. This is for the safety of our early customers, walkers and other property activities. Vendors vehicles should be parked in the designated lot across Brackenridge Street (black boxes on map). **Do not use street parking or Silver lot parking this is for YOUR customers violators will be issued warnings.**
- Movement of vehicles within the Market area during market hours is strictly prohibited. **During the Indoor Market** No one can park or move the vehicles onto the concourse **until they have carried their items out to be loaded after 1:00.**



Those arriving later without giving enough notice to the Market Manager may forfeit their space and might not be permitted to participate that day. Vendor could also lose their spot for the balance of the season with no refund from said market.

2. Dismantle & Departure: Participants are NOT permitted to dismantle their tent or table before the close of the market. If a participant experiences a personal emergency, an early departure must be approved and coordinated with the Market Manager to assist in carrying out to the vehicle to ensure it is done safely. Participants are to remove their refuse upon departure, leaving their space clean and free of litter.

3. Attendance: Participants are required to give a 3-day notice to the Market Manager if they are unable to attend the market. If a participant encounters an emergency and cannot attend the market, please contact the Market Manager. If you do provide a 3-day notice and we are able to find a replacement we will provide you with \$15 (15 \$1) gift certificates for you to use or give to your customers.

New: Participants are required to notify the staff of the FWFM, by phone (text is acceptable) if you will not be attending. If you do not contact the staff after 1 absence, you will be issued a warning. After 2 missed markets without communication or notification your space with the FWFM will be awarded to another vendor with no refunds.

4. Market Cancellation: The market will be cancelled in the event of any weather conditions that the Market Manager and Property owner deems to be unsafe. If the Market is cancelled, participants are prohibited to sell his/her product at the site of the Market that day.

5. Spaces, Tents, & Tables: The Market Manager will assign participant space locations. Year-round vendors are always given preference over other participants, then seasonal full time, twice a month, once a month and then temporary vendors. Every effort will be made to keep participants in the same assigned space every Market season. The Market Manager reserves the right to change the assigned space of participants, if necessary. Spaces must always remain clean and barrier free. Please see the Market Manger to purchase additional spaces for your growing business.

- **Summer:** Participants are responsible for providing their own tent, weights and table for the outdoor season. Tents must be secured and weighted, to ensure it remains in place and cannot be blown over, or you will not be permitted to use it. Tents must not be larger than the standard size of 10 x 10. **Umbrellas are forbidden do to the instability.**
- **Indoor:** space is 9x7 or 7x7 (you can purchase extra spots) all signage, boxes and tables must stay in your assigned areas do to Fire Marshall laws. Or you will be asked to remove the obstructions.

6. The Market Staff: Is authorized to assign spaces, enforce all rules and regulations, collect fees, and handle all disputes.

7. Market Fees: Market Staff sets the space rental fee and may waive or discount them at its own discretion. The Market Staff will collect temporary fees before each market. Summer Temporary Fees are for a 10 x 10 space, indoors will be assigned per market unless otherwise discussed. No displaying products from the bed of a vehicle or trailer. Please notify market manager the space required for your vehicle if you are provided the space. If you stop doing the market no refunds will be offered and/or paid. Concession/value-added vehicle Food Vendors will pay the drop-in rate or the regular fee per market (approval per property owner).

8. Insurance and Indemnity: Neither the Ft Wayne Farmers Market nor the property owner carries insurance to cover Participants. The Ft. Wayne Farmers Market **shall not** be liable to Participant or the property owner because of any personal injuries or property damage sustained or caused by Participant. **Participants are required** to obtain insurance and maintain in force throughout the term of this Agreement and/or Participant's relationship with the Ft. Wayne Farmers

Market all necessary and appropriate general liability, public liability, personal injury, product liability, property damage and other insurance coverage in sufficient amounts to cover any/all potential claims and or damages and shall produce a copy of appropriate insurance upon request.

Participants shall reimburse Ft. Wayne Farmers Market and/or the property owner for any damage, including, but not limited to damage to the grounds, vehicles, fencing, sidewalks and tents, caused by any owner, individual, agent representing or employed by participant. Participant agrees to defend, indemnify and hold the Ft. Wayne Farmers Market and its employees, directors, officers, agents and board members, harmless from and against all liability claims, damages, expenses and costs (including attorney's fees) resulting from any claim or litigation against Participant or the Ft. Wayne Farmers Market its employees, agents, directors, officers, agents and board members, arising out of or relating to this Agreement, Participant's involvement with the Ft. Wayne Farmers Market or otherwise resulting from any act or omission of Participant or any of Participant's staff, employees or agents.

Certificate of insurance with the Ft. Wayne's Farmers Market listed as an additional insured on your insurance policy.

9. Complaints: Participants are responsible for effectively addressing complaints from their customers. However, the Market Manager will get involved if there are repeated complaints about a specific participant. Repeated customer complaints regarding a specific participant may result in the expulsion of that participant from the Market with no refund. The Manager will address complaints between participants.

10. Vendor pets within the confines of the market are prohibited, unless service dogs with papers.

11. Vendor smoking and/or Vaping within the confines of the contracted market space is prohibited.

12. NEW: We encourage all vendors to promote their product and achieve goals at various certification levels. Deceptive word usage on signage/labels for your product promotion may not be used unless your certification is on file with the FWFM
Examples:

- Should not use the word Natural, Organic or Certified Organic
- Should not use the any terminology that makes a health claim: Gluten Free, Heart Health, Good for... Etc...

Vendors will need to comply to all rules for their products: IRS, USDA, FDA, State and County authorities. Quick Reference on our website under "vendor resources"

13. Sampling:

- FWFM must be given written notification of sampling (email is fine)
- All vendors that offer samples of food must follow State board of health rules and have a ServSafe certificate on file with the FWFM. (see vendor resource page on our website)
- Must follow all state board of health rules for their category: Wholesale, Retail or Home-based vendor (HPV)

The Ft. Wayne's Farmers Market includes four types of vendors: "GROWER", "AGRICULTURAL", "Concession/VALUE-ADDED FOOD VENDOR and Food Vendor", "Natural", "Craft/Artisan". The FWFM promotes itself as a market of local, fresh produce and local products. The following is a statement on the Market's position on this. To accomplish this quality we have a goal, first and foremost, to bring to the consumers fresh produce from local growers and products from local vendors, thereby promoting and stimulating the local economy defined as Fort Wayne, Indiana to include Ohio and Michigan. **We DO NOT accept brokers;** The Manager will remove from display any produce or product that does not meet these criteria and the participant will be given a warning.

"GROWER" RULES: In addition to the General Rules, Growers must comply with the following: To be considered an eligible "Grower", the Participant must be a person who grows and harvests items for sale.

- **90% of your items for sale on display must be raised or produced by themselves.** 10% with a staff approved Product Waiver.

If found in violation:

1. Vendor will be issued a warning
 2. 2nd Warning issued Optional discharge from the market at the discretion of the FWFM
 3. Product must be removed from display
 4. Product Waiver will be automatically voided.
- **Field Visits** - Field site visits will be conducted for Growers. The Market is not required to announce or schedule field site visits. Failure by the Grower to cooperate with the Market and/or agents from the FWFM regarding field site visits may result in expulsion from the Market with no refund.
 - All scales used in the sale of a product at the market **must have** current year certification from the Department of weights and Measurements (contact information located on our website)
 - **Produce Signage** –Growers agree to display the following signage: Farm name & location (state & county), the name & price of each item for sale. The Market will not provide these signs. These signs must be in plain view to the customers.
 - **Organic Produce and Certified Naturally Grown (CNG) Produce** - If any item for sale is labeled organic, the grower must show proof of certification from a USDA licensed certifier. Only USDA certified organic growers may display the USDA organic seal and or use the word Organic in labeling. Products which are certified naturally grown (CNG) may not use the word organic but may display the CNG label. Proof of certification must be supplied to the Manager and available for the consumer.
 - **Insurance** - Refer to the general Rules and Regulations above.
 - **Exemptions:** Growers can request a waiver for produce or fruit that is brought in from an alternate farm/location. Information (Farm Name, owners name, full physical address and phone number) of the alternate farm/location will be verified by the Market Staff, when approved the farmer will be notified.
 - **Waived produce/fruit will need to have signage to show name of farm and state, or it will be removed, and a warning issued. Sign is not provided by FWFM.**

“AGRICULTURAL VENDOR” RULES In addition to the General Rules, Agricultural Vendors must comply with the following: To be considered an eligible, “Agricultural Vendor”, the Participant must be a person who raises, catches, harvests and/or produces items such as beef, pork, poultry, cheese, eggs, etc...

- All products must complement the mission of the Market as determined by the Market Staff.
- **90% of your items for sale on display must be raised or produced by themselves.** 10% with a staff approved Product Waiver.

If found in violation:

1. Vendor will be issued a warning
 2. 2nd Warning issued Optional discharge from the market at the discretion of the FWFM
 3. Product must be removed from display
 4. Product Waiver will be automatically voided.
- Agricultural Vendors must be well versed with and in compliance with Indiana Department of Health. A copy of your permit(s) and/or certification(s) must be presented at the vendors tables for the duration of the season.
 - All scales used in the sale of a product at the market **must have** current year certification from the Department of weights and Measurements (contact information located on our website)
 - Insurance - Refer to the general Rules and Regulations above.

“Concession/VALUE-ADDED FOOD VENDOR and Food Vendor” rules: In addition to the General Rules, Value-Added Food Vendors must comply with the following: To be considered an eligible, “Value-Added/ Food Vendor”, the Participant must be a person who prepares and sells edible items which have been altered from their “raw” or “original” state.

- All products must complement the mission of the Market as determined by the Market Staff.

- Home-based and commercial Vendors should be well versed with and in compliance to Indiana Department of rules and regulations. (please see #13. “samples” above)
- Any or all the following may be requested and shall be produced: copy of your Commercial License, personal or business Insurance, ServSafe certificate, inspection by market staff or county inspectors may be required at any time.
- All scales used in the sale of a product at the market must have current year certification from the Department of weights and Measurements (contact information located on our website)
- NEW: If no other vendors apply at the start of the market season and does not make or offer products in the same food category, we may allow a vendor to bring more than the previously stated 10% of their product offerings. The product waiver must be provided for this product to be approved prior to market date. Products must be produced within 100-mile radius of Fort Wayne, Indiana and deemed not readily available locally in a retail setting within a 25-mile radius. If deemed to be in the spirit of the market and its values, the product waiver may be approved.
- **Insurance** - Refer to the general Rules and Regulations above.

NEW: Effective June 1st, 2018 All home-based vendors are required to have a ServSafe Certificate.

“Natural”, “Craft/Artisan” the Participant must be a person who prepares and sells items which have been altered from their “raw” or “original” state. Only products made by the signee will be allowed. There is not a product Waiver for this category currently.

- All products must complement the mission of the Market as determined by the Market Staff.
- Vendors should be well versed with and in compliance to Indiana Department of rules and regulations regarding their products: IRS, County and State rules, Retail Merchant Certificate
- Vendors with Natural products should comply with the FDA on ingredients and labels. Vendors will need to be prepared to know the difference between over the counter products, cosmetics and what is deemed Drugs.
- **NEW: A cosmetic is a product, except soap, intended to be applied to the human body for cleansing, beautifying, promoting attractiveness, or altering the appearance. These items must follow all FDA laws on labeling**
- **Insurance** - Refer to the general Rules and Regulations above.

GENERAL RULES FOR ALL MARKET PARTICIPANTS AND MARKET CUSTOMERS

- Abusive, profane, threatening, or harassing language or actions toward market staff, other participants, or market customers is prohibited.
- Individuals knowledgeable of the items for sale must be working at each participant’s display.
- Children under the age of 14 will not be permitted to sell unless an adult who is knowledgeable about the item(s) for sale is present.
- Participants will dress appropriately for working with the public.
- Fraudulent, dishonest or deceptive merchandising is prohibited.
- False packs and incorporating the exposure of the best products at the top of a package with inferior products packed below is prohibited.
- Food vendors shall provide their own trash cans.
- Solicitations for products, services, or charitable contributions are NOT permitted except with the express permission of the Market Staff.
- Participants are responsible for their own actions and those of their employees and/or agents.
- Firearms, fireworks, gambling, disorderly conduct, or the use of illegal drugs by participants, their employees/agents, or market customers is prohibited.
- The selling of live animals (i.e. livestock, domesticated animals, etc.) is prohibited.

SANCTIONS FOR VIOLATIONS OF MARKET RULES AND REGULATIONS

Any violation of the Market Rules & Regulations as stated above or any violation of the laws of the state of Indiana, Allen County, or The United States of America will result in the following sanction(s) being imposed by the Manager:

1. First offense: written warning from the Market Manager
2. Second offense: expulsion from the Market for the remainder of the season without a refund.

APPEALS: Participants may appeal sanctions imposed upon them which do not involve suspension or expulsion from the market by writing to the Market Staff within fifteen (15) days of the imposition of the sanction(s). The appeal must state the specific reasons for the appeal. The Board will render a written decision within fifteen (15) days of receipt of a Participant's appeal. The Manager will immediately forward in writing to the Staff any sanctions of participants that involve a suspension or expulsion from the market. Participants may request an appeal hearing with the Staff regarding any sanctions that involve suspension or expulsion from the market. The Staff will schedule appeal hearings regarding suspensions or expulsion from the market within fifteen (15) days of receipt of a written appeal from the participant. The Manager will provide the appealing participant a copy of the sanction recommending suspension or expulsion. The Manager will give written notice of the date, time, and location of a scheduled appeal hearing to the appealing participant. The Staff may limit, at its own discretion, the amount of testimony and the number of witnesses permitted at an appeal hearing. The Board shall, by majority vote of those members present at an appeal hearing, render a written decision based on findings of fact and the application of the rules set forth in these Rules and Regulations within seven (7) days of the date of the appeal hearing. The decision shall be served upon all parties or their representatives and shall be final.

I (print name) _____

of (business name) _____

Do here by agree to said fees, policies and rules for the Indoor/outdoor Seasons of the Ft. Wayne's Farmers Market.

Signature

Title

Date _____

This signed document will remain in force for the duration of the 4th revision. It is the responsibility of the owner of the business to inform all agents/employees that represent them at the market of said rules and procedures.