

# BARGERSVILLE FARMERS MARKET 2024



## Vendor Handbook Rules and Regulations



## Bargersville Farmers Market 2024 Rules and Regulations Guide

### PURPOSE

The primary purpose of the Bargersville 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. Our vision is to provide a local marketplace for food-inspired growers, producers, and businesses that can prosper, while offering our community to experience locally grown food and handcrafted items.

### OPERATION OF MARKET

Bargersville Farmers Market is organized and overseen by the Bargersville Main Street Organization (BMSO) who can be contacted via email at [bargersvillemainstreet@gmail.com](mailto:bargersvillemainstreet@gmail.com). Regular mail should be sent to Bargersville Main Street, P.O. Box 356 Bargersville, IN 46106.

### MARKET LOCATION AND DATES

The Market will operate each Wednesday from 5-7 pm, from June 5<sup>th</sup> – September 25<sup>th</sup> in front of the Bargersville Town Hall, 24 N Main Street, Bargersville, IN 46106.

The Market will be held at Mallow Run Winery, 6964 Whiteland Rd, Bargersville, IN 46106 on Sunday, July 21<sup>st</sup> and Sunday, September 15<sup>th</sup>, from 12-3 pm.

### MARKET FEES AND SPACE

All vendors must complete and sign the entire application. Incomplete applications will not be considered. There is a maximum of two vendors per space. Both vendors must fill out an application and agree to terms of these Rules and Regulations. All fees must be paid in advance in accordance with the fee structure listed below. **No refunds will be given.**

- **Sessions**

- **First Session:** June 5<sup>th</sup>– July 31<sup>st</sup>
- **Second Session:** August 7<sup>th</sup>– September 25<sup>th</sup>
- **Fee:** \$100 for one session or \$150 for both sessions

- **Day Rate Vendor:** Vendors will be charged \$25 per day to attend the market.

- **Electric** will be available for a \$5 fee.

## VENDOR APPLICATION PROCESS

To apply for the Bargersville Farmers Market, interested vendors should:

1. Read the rules and regulations carefully to make sure your products qualify and that all rules and regulations are abided by.
2. Complete and submit the Vendor Application:
  - a. Applications for the Bargersville Farmers Market are accepted through google form, linked here: [Bargersville Farmers Market Application Link](#). Prospective vendors may also request a paper copy of the application by contacting Bargersville Main Street. Applications can also be found on our website at [www.bargersvillemainstreet.org](http://www.bargersvillemainstreet.org) and/or our Facebook page [www.facebook.com/bargersvillemainstreet](http://www.facebook.com/bargersvillemainstreet).
  - b. All prospective vendors must submit a completed application form, even if they have been a vendor at the Bargersville Farmers Market during a previous season.
  - c. Be **SPECIFIC** about what you plan to sell and list ALL items on the application for each session you plan to attend.
  - d. Applicants with a paper copy can send their application to: Bargersville Main Street, P.O. Box 356 Bargersville, IN 46106.
3. Bargersville Main Street reserves the right to schedule vendors according to the demand of their product, number of vendors selling the same product, and the number of spaces available. We make every effort to accommodate the individual vendor's request, but is not guaranteed until confirmation by Bargersville Main Street.
4. Once you have been approved and selected as a vendor, you will receive confirmation of the sessions/dates for which you applied for and request for payment of the fee then. **Payment is due when the vendor is approved. Please do not send payment with your application.**
5. Vendor applications must be received by **May 1st, 2024**.

### **VENDOR SELECTION CRITERIA**

The Bargersville Farmers Market is fortunate to have a demand for the limited spaces available. Highest priority will be given to farmers, growers, and producers. Additionally, our goal is to provide a variety of products at the market without creating excessive supply of any one product as determined by Bargersville Main Street. The quality of products for sale by vendor, as well as the presentation of products, and displays at the vendor's booth will be a part of the selection process.

### **VENDOR CANCELLATION POLICY**

Any time a vendor is unable to attend the market they must notify the BMSO as soon as possible, but no later than two hours prior to the start of the market. Notification must be made via email at [bargersvillemainstreet@gmail.com](mailto:bargersvillemainstreet@gmail.com). **If a full-time vendor does not notify the BMSO in due time, they may lose their regularly assigned vendor space and may be placed in another space at future markets if this occurs two or more times.**

### **VENDOR SPACE EQUIPMENT AND VEHICLES**

A vendor spot is approximately 1.5 parking spaces, or approximately 15-feet wide by 18- feet deep, but may be reduced to one (1) parking space, or approximately 10-feet wide by 18-feet deep, to accommodate for adding more vendors. The reduction of space will not occur until all available spaces have been utilized. Vendors may purchase additional spots as space permits. Spots will be assigned by the BMSO. They are assigned based on full or part time status, and vendor compliance with market rules and attendance. All vendors are required to maintain their space such that all walkways/pass-throughs are clear for all Farmers Market attendees. This area will not be delineated but notice will be given by the BMSO if there is a problem.

Vendors are solely responsible for their own equipment including but not limited to tables, change bags, scales, trash cans and 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 required and must be sufficiently weighed down.** Loading, unloading, and set-up is the sole responsibility of the vendor.

Vendors must keep their space clean and free from all damage. The physical property should not be altered in any way. Vendors are responsible for removing their trash. Fees may be assessed for non-compliance.

Goods may be sold directly from vans, trucks, trailers or cars. Vehicles may not be run 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. Such vehicles are not permitted after 4:30 pm. Vehicles should be parked in designated vendor parking area.

## **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 strongly 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 all necessary licenses, permits, and inspections prior to selling any products at the market and will display those permits as required.
- Vendors must check in at 4:30 pm or their space may be given to another vendor.
- The parking lot will close at 4:30 pm at which time vendors may begin setting up for the market.
- Vendors are responsible for making sure all their 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 pm.**
- Vendors must have their personal items, equipment, vehicles, and trash removed from the market by 8:00 pm.
- Vendors are expected to treat customers, fellow vendors, members of the BMSO, 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**

Bargersville Farmers Market is an open market. The Bargersville 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 such as snack foods, non-alcoholic beverages, seeds and plants. 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 BMSO.

The Johnson County Health Department and the BMSO 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.

Any questions regarding minimally processed food or pH items should be directed to Bob Smith at the Johnson County Health Department. Phone: 317-346-4365.

**1. FOOD (NOT FOR IMMEDIATE CONSUMPTION) Subject to applicable Federal, State and local laws, regulations and guidelines,** the following goods may be sold at the Bargersville Farmers Market:

- Fresh fruits and vegetables
- Dried and fresh herbs and spices
- Honey
- Eggs
- Popcorn/Kettle Corn
- Flour and ground grains
- Dried and fresh meats
- Cheeses
- Others, as approved in writing by the BMSO

**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
- Candy
- Others, as approved in writing by the BMSO

**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

**Home Based Vendor** – Items processed by an HBV (Home Based Vendor) are currently sellable under Indiana law. 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. 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

***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 Bargersville Main Street. For more information refer to: [ServSafe \(purdue.edu\)](https://www.servsafe.com/certification)***

Please refer to <https://www.in.gov/health/files/hbv-presentation-3-8-2017.pdf> and <https://cottagefoodlaws.com/indiana-cottage-food-laws/> for example labels and requirements.

- 1. Beer and Wine** – Products that are made by the vendor may be sold and sampled per state law. It must be made and packaged in accordance with all state and federal laws. Vendors must have proper permits on display in their booth.
- 2. 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.
- 3. 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.
- 4. 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.

5. **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 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.
6. **PET FOOD** - An Indiana Commercial Feed License must be obtained and displayed. All applicable rules must be followed.
7. **ART AND CRAFTS** - Art and Craft items will be juried by members of the Market Committee. 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.
8. **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 and provide proof of their non-profit status with the state of Indiana.

Other items for sale or exceptions are to be pre-approved by the Market Committee.

### **ADVERTISEMENT AND MARKETING**

Bargersville Main Street will be responsible for advertising the Bargersville Farmers Market. Advertising will include signs, posters, social media, flyers, radio, and newspaper, if applicable. Vendors are encouraged to use their own social media sites to help promote the market to their followers. Bargersville Main Street may organize promotional efforts throughout the season, such as activities, themes, or giveaways. Vendor support of these efforts is sincerely appreciated.

### **VENDOR PHOTO RELEASE**

Vendor shall permit photographs and video recordings of their booths, employees, and products by Bargersville Main Street, unless otherwise stated. All media is the sole property of Bargersville Main Street and may be used in any manner or media without obligation to vendor. Please be aware that these materials are for Bargersville Main Street use only and may be used in other town support, publications, websites, and social media.



### **WEATHER AND CANCELLATION POLICY**

The Bargersville Farmers Market operates on a regular schedule and have made a commitment to be open the days and hours we have published. However, we take the safety of our customers, volunteers, and vendors seriously. Market staff will monitor the weather leading up to and during each market, and if weather conditions are severe, we will take following measures:

1. If a severe weather threat occurs prior to the market and there is reason to believe the threat will persist through much of the day, the market may be cancelled. Vendors will be notified at least 4 hours before the market begins whether or not the market will operate.
2. Any market delay or cancellation updates will be posted to Bargersville Main Street's Facebook and Instagram accounts. Vendors should also watch for an email, call, or text from Market management.
3. If severe weather – including lightening, high winds, hail – develops after the market is opened, market staff will ask customers, vendors, and volunteers to seek shelter in an enclosed vehicle or inside a nearby structure.
  - a. If lightening is within a 10-mile radius of the market site, the market may temporary close.
4. Vendors must ensure that adequate weights are always attached to their canopy, especially in severe weather. If winds are extreme, vendors may be directed to take tents down to ensure safety of fellow vendors and customers.
5. Bargersville Main Street will not be held responsible for any losses or expenses incurred because of a market cancellation or another emergency. No refunds will be provided.

### **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 Farmers Market committee. 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. Please feel free to email the signed complaint to [bargersvillemainstreet@gmail.com](mailto:bargersvillemainstreet@gmail.com) or mail complaints to P.O. Box 356, Bargersville, IN 46106.

### **LIABILITY RELEASE**

Vendor agrees to protect, indemnify, defend, save and hold harmless Bargersville Main Street, and the Town of Bargersville, 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 Bargersville Main Street, and the Town of Bargersville, 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 Bargersville Main Street 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 Bargersville Main Street, 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 the Bargersville Main Street. 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 the Bargersville Main Street and/or its representative(s) in its discretion and/or upon the approval of the space. In addition to the foregoing, Bargersville Main Street, expressly reserves the right to cancel Vendor from any confirmed market should it be determined in the sole discretion of the Bargersville Main Street which discretion shall not be unreasonably exercised, that the Vendor has engaged in any activity which reflects poorly upon Bargersville Main Street, and the Town of Bargersville. If for some reason beyond the control of the Bargersville Main Street 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 cause 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 these written Rules and Regulations will result in the Bargersville 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.

**VENDOR RESOURCES**

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