

MILLBROOK FARMERS MARKET

REGULATIONS 2018

2019 Market Dates – 9:00 AM – 1:00 PM

May 25	June 1	June 8	June 15	June 22	June 29
July 6	July 13	July 20	July 27	August 3	August 10
August 17	August 24	August 31	September 7	September 14	September 21
September 28	October 5	October 12	October 19	October 26	

ATTENDANCE: The Millbrook Farmers Market (the “Market”) is held every Saturday from Memorial Day through the end of October. The Market is open for business rain or shine. One of the greatest attributes of a successful farmers market is to have a regular presence of committed and reliable vendors. On the application more particularly described below (the “Application”), a vendor is required to mark all of the dates it will attend the Market and such attendance is expected. It is also expected that, if the regular vendor’s representative cannot attend the Market on a date it committed to attend, the vendor will send a responsible person to take his/her place for that day. A vendor must notify the Market Manager of any absence, by email, as early as possible and as soon as practicable, but no less than three hours before the start of the Market. A vendor is required to pay the non-refundable weekly fee for committed Market dates whether or not he/she attends.

POWERS AND DUTIES OF THE MILLBROOK FARMERS MARKET COMMITTEE:

The Millbrook Farmers Market Committee (the “MFMC”) is a volunteer subcommittee of the Millbrook - Town of Washington Business Association, the entity that sponsors the Market. The duties of the MFMC include, but are not limited to, the following:

- adopt, amend, and enforce these Regulations;
- assure the orderly and efficient operation of the Market;
- establish the requirements for both vendor participation and product selection to ensure a sustainable mix of products in the Market;
- establish and collect vendor dues and fees;
- determine an operating schedule, special events schedule, Market entertainment schedule, size and location of the Market, and vendor location within the Market;
- develop an operating budget and raise the necessary funds to support the budget;

- receive, address and resolve vendor requests, concerns, and grievances by email.
- make all final decisions on vendor petitions and participation;
- establish and conduct an advertising and marketing program for the Market including an on-line and social media presence;
- maintain a broad coverage liability insurance policy;
- review and renew annual contracts with independent contractors.

The MFMC may assign any of its responsibilities to the Market Manager for execution. In an emergency (Market Manager absence, illness or contract cancellation) the MFC may replace the Market Manager.

MEMBERSHIP: Membership in the Millbrook Farmers Market is a prerequisite to selling any product at the Market. The selling of any product is limited to members in good standing who abide by these Regulations. Members are sometimes referred to in these Regulations as vendors.

Application for membership must be made annually to the MFMC on the Application provided by the MFMC. Along with the submission of the Application, prospective members are required to pay annual dues in the amount of \$30.00 by check payable to the Millbrook Farmers Market. Membership dues, like the weekly fees described below, will be used for the Market to support its management, publicity and marketing, insurance, as well as Market entertainment and events. Dues will not be prorated if a vendor joins the market halfway through the season. If a prospective member is not accepted into the Market, such check will be returned promptly.

Within two weeks of receipt of acceptance into the Market, and in no event later than May 3, the member will deliver to the MFMC:

(a) a copy of all applicable state and local licenses the member is required to have to do business; and

(b) a certificate of insurance for \$1,000,000.00 per occurrence for general liability naming the following entities as additional insureds: (i) Millbrook Farmers Market, (ii) Millbrook - Town of Washington Business Association.

Other membership requirements are as follows:

1. A member's representative will attend a Market organizational meeting, on a date and time to be determined, prior to the start of the Market season.
2. Members will pay their Market fees, more particularly described below, in full and on time.
3. Members will promote the Market in a positive manner. Members using social media will promote their attendance at the Market on their website, blog, Facebook page, Twitter, Instagram and other outlets. The Millbrook Farmers Market will post a link to the member's website and connect with the member on social media.
4. Members will be respectful and courteous to the Market Manager, all other members, the MFMC and the patrons of the Market.
5. Members will seek to resolve conflicts quietly and away from customers.
6. Members will seek out the assistance of the Market Manager to advise him/her of all problems and concerns which may arise from either vendors or customers.
7. Members will share promotional information or ideas with the Market Manager to continue to improve the Market.
8. Members who are approved to sell a particular product at the Market shall bring such product in sufficient quantity to satisfy reasonable customer demand.
9. Members will provide, in advance, the name and contact information of the person/s representing them throughout the Millbrook Farmers Market season.

The Market Manager may suspend member privileges for any member violating these Regulations and failing to comply after a warning. Repeated violations may lead to a \$25 fine. Continued violations may lead to a vendor termination for the balance of the season by the MFMC on recommendation of the Market Manager. All fees paid will be retained by the Millbrook Farmers Market.

MARKET SPACES AND FEES: The MFMC has determined that rewarding full time vendors for their loyalty is desirable.

A full time vendor is one who commits to attend the Market on all or substantially all of its 23 Market days. Such vendors will enjoy reduced fees.

Full time vendors who pay their fees as a lump sum in advance of the season, as opposed to paying weekly, will enjoy further reduced fees and will be able to choose their permanent location in the Market. Full time vendors who pay weekly cannot choose their location in the Market.

A part time vendor is one who commits to attend the Market on 1 to 2o Market days. Part time vendors who pay their fees as a lump sum in advance of the season, as opposed to paying weekly, will enjoy further reduced fees over part time vendors who pay weekly. Part time vendors cannot choose their Market location.

Market space and corresponding payment options are as follows:

Payments are to be made by cash or check. **Single Space:** A single space is 10 feet deep by 12 feet wide to allow a vendor to set up a 10 x 10 tent and have a small walkable space between vendors. All tents must be 10 foot by 10 foot and all of the vendor's wares must be in the confines of such tent. Vendors will be asked to move anything outside of the tent area.

- **Full Time Vendor/Payment in Advance: \$500.00** for a single space for the season. This option is a \$75.00 savings over full time vendors paying on a weekly basis and offers the vendor the ability to select a permanent Market location. The postmark date/receipt of Market fees will determine the order of choice of Market location.

- **Full Time Vendor/Weekly Payment: \$25.00 per week** for a single space for the season.

- **Part Time Vendor/Payment in Advance: \$25.00** per week payable in one lump sum based upon the number of Part time Market days to which the vendor commits.

- **Part Time Vendor/Weekly Payment: \$30.00 per week.**

Additional Space: Full time vendors may request a double wide (10 x 22) space or a triple wide (10 x 32) space. Part time vendors may request a double wide space.

- **Full Time Vendor/Payment in Advance:**
 - **Double wide space: an additional \$275.00 (Save \$70.00)**
 - **Triple wide space: an additional \$175.00 (Save \$55.00)**
- **Full Time Vendor/Weekly Payment:**
 - **Double wide space: and additional \$15.00 per week**
 - **Triple wide space: an additional \$10.00 per week**
- **Part Time Vendor/Payment in Advance:**
 - **Double wide space: and additional \$15.00 per week**
- **Part Time Vendor/Weekly Payment:**
 - **Double wide space: an additional \$20.00 per week**

Guest or Trial Vendor: For those vendors that wish to participate in a Millbrook Farmers Market special event or to see if the Millbrook Farmers Market is compatible with vendor business. The membership dues are waived, unless the vendor wishes to return for future markets. \$25.00 for one single date.

Millbrook Farmers Market Co-op Vendor: Farmers or Producers who wish to have the Millbrook Farmers Market sell their product. This is an opportunity for producers unable to be present at the Millbrook Farmers Market to have their products available for sale.

- A membership application and \$30.00 fee is required;
- product samples must be submitted with application;
- fee for the season is \$75.00;
- product insurance will be required;
- vendor will link the Millbrook Farmers Market website to their website;
- producer will be responsible for delivery to Millbrook Farmers Market.

Payment of Fees and Deposits: Vendors who pay their Market fees as a lump sum in advance must make their payment in full for the season on or before **May 3rd** to take advantage of the reduced rates.

Vendors who pay their Market fees on a weekly basis must pay a non-refundable deposit within two weeks of being accepted for membership. Such deposit shall be in an amount equal to the weekly fee for two Market days and shall be credited toward the vendor's first and last day at the Market. So, for example, if the vendor is a part time vendor paying weekly for one space, the deposit will be \$60.00 (2 x \$30) and will be credited to the first and last Market days that such vendor selected in the Application.

Vendors who choose to pay on a weekly basis must pay their weekly fee in advance at the previous market day. So, for example, if a vendor is a part time vendor paying weekly for one space, the fee for the first market day will be covered by the deposit and the fee for the second market day the vendor selected will be due and payable on the first market day.

All deposits and advance payments must be paid by check payable to the Millbrook Farmers Market. Vendors paying on a weekly basis at the Market may pay by cash or check. Returned checks will be charged a \$25.00 fee and any bank fees. Written receipts will be available to all vendors.

VENDOR SELECTION: The Millbrook Farmers Market is located on private property where commercial activity is generally not conducted. The Millbrook Farmers Market is privately operated and is not obligated to extend participation privileges to any vendor.

In order to ensure a sustainable mix of products available to Market customers, the MFMC, in its sole discretion, will make selections of Market vendors based on the following criteria:

- whether the product to be sold is home grown/produced; desirable vendor mix;
- available space in the Market;
- requests for specific vendors;
- product quality and variety;
- farm or producer location;
- need for specific products;
- display attractiveness;
- presence of farmer/owner at the Market;
- vendor's past Market performance.

There are no vendor exclusives and multiple vendors may sell similar products if the MFMC deems it desirable in order to have a good and balanced mix of products.

The MFMC shall notify each vendor via email of its final decision. MFMC members should not be contacted by telephone or in person regarding the MFMC's decisions. Any contact shall be done via the Millbrook Farmers Market email through the Market Manager.

GROW YOUR OWN: The Millbrook Farmers Market welcomes vendors producing and growing their own products. A vendor's Application must include the dates that its product or produce will be available at the Market. This will ensure that the Market has a good variety of fruits, vegetables, plants, flowers, meats, cheeses, baked goods, breads, spirits, crafts, etc. available to our consumers. There may be limits placed on certain items in order to avoid excess duplication of such items. These decisions will be made by the MFMC in the best interests of the entire Market.

If a vendor wants to sell items not included and approved in its initial Application, such vendor must email the Market Manager to obtain written approval before bringing the item in question to the Market.

Personal attendance at the Market by the farmer/producer/business owner is preferred and encouraged. Employees or other designated persons who are familiar with the vendor's products are welcome.

PRODUCTS THAT ARE NOT YOUR OWN: The purchasing of non- local produce or products for resale at the Market undermines the Market's goals and inhibits fair competition between vendors in the Market and is generally prohibited. That being said, the MFMC may grant permission for a vendor to sell products that are produced, grown, or harvested by others if such product is not otherwise available at the Market or in the Market area. A good example of such a product is fresh, wild caught fish from the Long Island Sound as such a product is not otherwise available in the Hudson Valley. Decisions on such products will be made by the MFMC based upon the desirability for the product at the Market. Such items must be noted on the Vendor's Application. If selling another's produce or products, a vendor must indicate the source of the product/s, be knowledgeable about the product, familiar with the methods of production and compliance with applicable laws, and be able to adequately represent the farmer or producer of such product. A vendor may be limited in the amount products that are not your own that may be sold at your booth.

PREPARED PRODUCTS: The MFMC encourages the sale of prepared products such as jams, jellies, relishes, salsas, preserves, pickles, fruits, breads, pies and desserts from farm grown or locally sourced products. The use of locally produced ingredients is preferred. Each item will be approved on a case by case basis. Providing information on flavors, varieties, preparation and quality will be helpful. To aid in decision making for prepared products, applicants may provide the MFMC with samples of the products or photos of the product and packaging. Preparation must be in compliance with the requirements of state and local agencies. Decisions will be based on the best interest of the overall Market.

ARTISANAL ITEMS: The MFMC allows a limited percentage of locally produced artists or craft vendors to sell at the Market. The items offered for sale must be designed and executed by the vendor. Crafts that are farm or food related are especially encouraged. The MFMC may ask for sample products to be submitted as part of the selection process. Artisans are encouraged to share information about the source of their local materials and/or the history of their craft with customers.

PREPARED FOODS: The MFMC encourages the sales of prepared foods that can be eaten at the Market or heated at home. Vendors shall do so in compliance with the requirements of the Dutchess County Department of Health or other agencies.

VALUE ADDED PRODUCTS: The MFMC will consider other products or services that will enhance the Millbrook Farmers Market, such as pet related items, health and nutritional services, and other services that are beneficial to our customers without detracting from a Farmer's Market environment, provided space is available.

TENT AND DISPLAY SET-UP AND BREAKDOWN: All vendors must be open and prepared to sell at 8:55 am without exception. Vendors may not begin selling to customers before 9:00.

Vehicles are not allowed in Market area after 8:30 am, without exception, for safety and liability reasons, so all unloading in the Market area must be completed prior to 8:30.

Each vendor must provide a 10 foot by 10 foot tent to cover its assigned space. Such tent must be sturdy and structurally sound, in clean and neat condition, with properly weighted legs. Each vendor must provide its own table(s) and all tables must be covered with a clean and attractive cloth.

Vendors must continue to sell until 1:00 pm and may not begin to break down their tent, table or display before that time. For insurance purposes, vendors should be off site by 2:00 pm unless otherwise allowed by the Market Manager.

The Market is open for business rain or shine. Closure of the Market due to dangerous or severe weather conditions shall be at the sole discretion of the Market Manager. Vendors should check their email or contact the Market Manager in the event of extreme weather conditions.

ELECTRICITY: A limited number of electrical outlets are available at the Market. Use of an electrical outlet must be requested by a vendor in its Application. There is a one-time fee of \$25.00 to cover the cost of such electric for the season, payable by the vendor on or before May 5th. Any vendor given the right to use an electrical outlet is responsible for providing its own electrical cord and securing such cord to prevent hazards. Electrical cords must be in good working order and condition.

SIGNAGE: Each vendor must have an attractive, professionally appearing sign or banner to inform Market patrons of the vendor's name and location. All such signs must be properly secured and clearly visible to all Market patrons.

All products must be identified with a price. Signs showing the product's price should be placed by the product, must not mislead customers, and must be sufficiently secure so as not to blow away.

Vendors are encouraged to have business cards or brochures available to customers.

ORGANIC STATUS: All growers/producers claiming organic status and wishing to advertise produce or other products as "organic" must be certified as organic by the United States Department of Agriculture and must be able to show proof of such certification. Customer queries regarding farming/production practices shall be answered factually.

PARKING: In an attempt to provide our customers with parking spaces close to the Market, all vendors are required to park their vehicles in the designated vendor parking areas.

COMPLIANCE WITH LAWS: Vendors must comply with all applicable Federal, State County and Local laws. Proof of required licenses and permits must be submitted to the MFMC as stated above.

Vendors selling by weight must have their scales certified by the Dutchess County Department of Weights & Measures.

No form of discrimination is permitted at the Market.

HEALTH AND SAFETY: Each vendor must ensure that its area is safe and free of hazards. Vendors must keep spaces between and around their stands clear, ensure that signs are secure, and that displays are sturdy.

Vendors must provide the highest quality products for their customers. All products for sale must be free of visible defects, disease or insects, and should meet applicable standards for quality, freshness, size and grade. Vendors selling “B” grade products must label those products accordingly.

For the health and safety of all vendors and customers, the Millbrook Farmers Market and adjacent parking area is a smoke free zone.

TRASH: The Millbrook Farmers Market is a carry in carry out market. If a vendor is selling items that can be eaten at the Market, such vendor must provide a small trash receptacle. Vendors are to supply their own trash bags, dustpans and brooms. All vendors must leave the Market area clean and free of debris and take their bags of trash with them.

PACKAGING: Vendors are encouraged to use recyclable or biodegradable packaging when available. Styrofoam use is strongly discouraged.

CONTACT INFORMATION:

Justin O'Hearn, Market Manager

Millbrook Farmers Market

P.O. Box 1013 Millbrook, New York 12545

Email: millbrookmarketmanager@gmail.com

Website: www.millbrooknyfarmersmarket.com

All applicants who are accepted as vendors shall return the following items on or before Friday, May 3, 2019:

1. Appropriate deposit or fee. (Due two weeks from the date of acceptance.)
2. Millbrook Farmers Market Agreement (Found Below).
3. Millbrook Farmers Market General Liability Insurance (Found Below).
4. Millbrook Farmers Market Hold Harmless Agreement (Found Below).
5. Name/s of any market representatives who will be attending in your place, and their contact information.
6. All applicable state and local licenses needed to do business.

MILLBROOK FARMERS MARKET MARKET AGREEMENT

I have read and understand the Millbrook Farmers Market Application and Millbrook Farmers Market Regulations.

If accepted into this Market, I hereby agree to abide by the Market Regulations adopted by the Millbrook Farmers Market Committee.

Further, I agree to sell at Millbrook Farmers Market only such items as those listed in the Market Application unless an additional request is granted by the MFM at a later date.

I acknowledge those products must be of my own production or produced at the location described in the Market Application.

I acknowledge full responsibility for all my activities in the Market (and for those assisting or representing me) throughout the term of this season's Market (May 25 th – October 26th).

I acknowledge the authority of the Market Manager and/or the MFM Committee to settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and impose any penalties, including possible suspension or removal from the Market.

I agree to allow the Market Manager, Millbrook Farmers Market Committee and/or representatives of MFM to inspect, at any time, the premises where the products offered for sale are produced. Failure to allow an inspection will constitute a violation of the Market Regulations.

I understand that MFM does not carry any insurance policies to cover individual participants and that I am required to carry such insurance.

I certify that the information contained in this application is true and accurate.

Business Name: _____

Applicant's Name: _____

Signature: _____

Date: _____

MILLBROOK FARMERS MARKET GENERAL LIABILITY INSURANCE

All authorized vendors participating in the Millbrook Farmers Market shall be individually and severally responsible to Millbrook Farmers Market for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save Millbrook Farmers Market harmless from any loss, cost, damages, and other expenses, including attorney's fees, suffered or incurred by Millbrook Farmers Market by reasons of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify for negligence of Millbrook Farmers Market, its directors, managers, committees, volunteers, servants, agents or employees. No insurance is provided by MFM to participants in the Market. All producers shall be required to carry the appropriate commercial liability insurance and are required to name Millbrook Farmers Market and the Millbrook-Town of Washington Business Association as an additional insured.

Insurance Co.: _____ Policy
#: _____

Please forward a copy of the Certificate of Insurance by May 3, 2019.

**MILLBROOK-TOWN OF WASHINGTON BUSINESS ASSOCIATION P O
Box 1013 Millbrook, NY 12545**

Millbrook Farmers Market Hold Harmless Agreement

AGREEMENT made this _____ day of _____,
2018 between (Name of Vendor) _____
and the Millbrook – Town of Washington Business Association for the Millbrook
FARMERS MARKET from and against all liability, damage, expense, cause of action,
suits, claims, penalties and/or judgments arising from injury to person sustained by
anyone as a result of consuming any food or drink acquired from me, use of any item
purchased from me, or from any negligent action on my part.

PRINTED NAME _____

SIGNATURE _____

BUSINESS NAME _____

STREET ADDRESS _____

MAILING ADDRESS _____
