



## 2016 Sugarcreek Township Farmers Market Vendor Agreement

Thank you for your interest in being a vendor at the Sugarcreek Township Farmers Market. In general, vendors must sell products grown or produced by the vendor, hold ALL required permits, licenses, and insurance policies necessary for their business operation, sign the Participation and Indemnity Agreement included in this packet releasing Sugarcreek Township and Kettering Adventist Healthcare from ANY liability, and sign the Market Rules acknowledgement also included in this packet.

Farm/Business Name: \_\_\_\_\_

Name of Owner or Proprietor: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Numbers (specify home, office, cell, fax): \_\_\_\_\_

Preferred Contact (cell phone, email, etc.): \_\_\_\_\_

**VENDOR DETAILS:** (Check All That Apply)

**Products:**

- fruits/vegetables       herbs       dairy       meat       eggs
- baked goods       prepared foods       nursery products
- non-food items:
- other (specify):

List your value added or nonfood products (i.e. baked goods, prepared foods, non-food items, etc.):

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FARMERS GROWING PRACTICES: Check all that apply. Please refer to the following website for definitions: [www.ams.usda.gov/nop/nop/standards.html](http://www.ams.usda.gov/nop/nop/standards.html).

- Conventional
- Certified Organic (please include copy of certificate with application)
- Free of synthetic chemicals
- Sustainable/naturally grown
- Hydroponic

List the full names of family members, employees, or agents who may sell for you:

**PLEASE HAVE ALL LICENSES AND PERMITS!**

It is your responsibility to make sure that you have the licenses and permits necessary and required for the operation of your business. These may include food manufacturer's licenses, nursery permits, organic certifications, dairy permits, mobile food licenses, sales tax permits, scale certifications, food manager's certifications, and any other licenses and permits necessary and required for the operation of your business. Please expect that the market will be visited by the Greene County Auditor's Office and the Greene County Health District throughout the selling season.

**PARTICIPATION AND INDEMNITY AGREEMENT**

The vendor understands that there is a fee for participation in the market. The fee can be paid annually up front (\$200) or on a per market basis (\$10 per market). The annual fees cover costs for the entire summer market & the following winter market. Vendors electing to pay up front should include a check with this completed agreement made out to Sugarcreek Township. Vendors are responsible for their own permits and licensing. Vendors are responsible for the quality and safety of what they sell; the Sugarcreek Township Farmers Market is alleviated of any liability originating from products sold at the market. Vendors signing this Participation and Indemnity Agreement will hold the Sugarcreek Township Board of Trustees and its designated officials or heirs, Kettering Adventist Healthcare, and its designated officials or heirs, harmless of any and all liability that could or may happen as a result of participation in the Sugarcreek Township Farmers Market.

Vendor:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Date: \_\_\_\_\_

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## Market Rules

### I. Introduction/Mission

The main goals of the market include:

- Promoting the sustainable production, marketing, and consumption of local agricultural products in season;
- Educating the community about local growing conditions and food crops as well as sustainable and organic growing practices;
- Strengthening the local economy by redirecting consumers' food dollars to local growers and producers;
- Increasing the poor's access to healthy food through four collection events held throughout the market season coordinated with the Bellbrook Sugarcreek Family Resource Center and the Bellbrook Methodist Church;
- Incubating new, small food-based businesses; and
- Providing a community gathering place and fostering a sense of community.

### II. Good and Pricing

1. Vendors participating in the market shall grow and/or prepare their produced goods. Only high quality, homegrown produce and products will be accepted. Re-sale of auctioned or wholesale produce is not permitted.
2. All food products sold shall be in accordance with the definition of "cottage foods production operation" as defined in Chapter 3715 of the Ohio Revised Code.
3. Each Vendor is required to have proper licensing and permits appropriate to the products being sold. Contact the Greene County Combined Health District at 937-374-5600 for proper licensing. Scales must be certified by the Greene County Auditor (937-562-5626).
4. The term "organic" shall not be used without certification under USDA NOP rules. Giving any false information regarding the products being sold is strictly forbidden.
5. Vendors must clearly display their prices.
6. Vendors will comply with all Ohio Department of Agriculture regulations.

### III. Schedule & Display Requirements

1. The 2015 Summer Farmers' Market hours shall be from 3:00 p.m. to 7:00 p.m. on Fridays commencing on May 20, 2016, and ending on November 18, 2016. The 2016 Winter Farmers' market hours shall be from 3:00 pm to 5:00 pm on the third Friday of each month commencing on December 16, 2015 an ending on April 21, 2017.

Vendors should set up weekly rain or shine. Exceptions may be granted by the Market Manager on a case by case basis. Vendors must arrive no later than one half hour before Market opening time in order to be prepared for business when the Market opens. Vendors shall not set-up earlier than 2:00 p.m. on Market day. The Market Manager or designee will be onsite at 2:00 p.m. to assign vendor stall spaces. Vendor stall spaces shall be allocated and defined by the Market Manager. Attempts will be made to give vendors with consistent attendance records the same stall space every week. Stall assignments will be at the sole discretion of the Market Manager or designee in order to achieve diversity of product and for the overall good of the Market.

2. The Market will take place in the parking lot 6134 Wilmington Pike.
3. Vendors must provide clean and safe tables, baskets or stands to display products. There will be no sales from the surfaces of pick-up trucks or other vehicles. Vendors must maintain their area in a neat and tidy condition, and must leave the premises within one hour of Market closing, leaving behind no trash or debris.
4. Tents or canopies must be properly secured by weights on each leg of the tent or canopy. Tents must not be secured to the display table.
5. The use of trailers to display and sell goods must be pre-approved by the Market Manager prior to set up and use and will be approved on a case-by-case basis.
6. Vendor space is limited. The Sugarcreek Township Farmers Market reserves the right to approve/disapprove and/or dismiss vendors upon time of application or at any time during the Farmers Market season when its sole judgment is that the vendor no longer meets the needs of the Market. Decisions will be based on diversity of product and factors related to overall Market success.

#### IV. General Vendor Responsibilities

1. Vendors shall carry liability insurance indemnifying Sugarcreek Township and Kettering Adventist Healthcare against any claims of liability and naming each as an "additional insured". A copy of the insurance certificate must be provided prior to actively selling at the market.
2. Vendors must advise the Market Manager in advance of any inability to attend a Market date.
3. Vendors assume responsibility for any injury to other Vendors or their property or to any Market attendee or attendee's property caused by Vendor's actions or inactions.
4. Vendors shall demonstrate respect for all Market members (Vendors, Market attendees, Township officials, and property owners) by engaging in open and truthful communications of all matters to all appropriate members.
5. Vendors must pay the Vendor Participation Fee either up front (\$200) or on a per market basis (\$10 per market). Cash cannot be accepted. Checks must be made out to Sugarcreek Township. Vendors electing to pay on a per market basis must pay the fee prior to set-up.

#### V. Exclusions

1. In the case of baked goods vendors shall be required to comply with all Federal, State, and Local requirements concerning the labeling and packaging of such products.
2. The Sugarcreek Township Farmers' Market reserves the right to approve and/or reject vendor applications. Vendor applications will be accepted on a case-by-case basis and approvals given in an effort to maintain the highest quality and variety of products. The Sugarcreek Township Farmers Market reserves the right to visit the growing/producing sites of potential/existing vendors at any time.

#### VI. Definitions

"Market Manager" is understood to mean the person designated by Sugarcreek Township to supervise operations of the Sugarcreek Township Farmers Market. Responsibilities include but are not limited to the following:

- Review and maintain current vendor applications. Record attendance. Collect Vendor Participation Fees.

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- Ensure products for sale comply with stated requirements.
- Serve as liaison for Vendors to Sugarcreek Township. Exercise the authority to deny any Vendor the privilege to sell at the Market site should Vendor break Market rules or regulations.
- Enforce Market hours and direct vendor setup. Ensure cleanup and sanitation of site.

“Produced” is understood to mean:

- In the case of vegetables, fruits, flowers, and herbs that they are grown by the vendor with the vendor’s material participation in the agricultural process.
- In the case of baked goods, breads, cookies, cakes, pies, etc. “produced” means those items that are made by the vendor offering them for sale.
- In the case of meat and poultry products, “produced” shall mean that the animals whose products are being sold were raised by the vendor.
- In the case of honey, “produced” shall mean that the hives were tended by the vendor.
- In the case of agricultural based crafts, “produced” shall mean that the items being sold were made, built, or otherwise constructed by the vendor and that the items being sold comprise by weight over 75% agricultural products grown or produced by the vendor.

“Vendor” is understood to mean the principal or principals who have entered into the Sugarcreek Township Farmers Market Agreement,” their families and/or employees who materially contribute to the growing, production or sale of the vendor’s items offered for sale.

Growers are expected to sell their produce in accordance with the high business standards as outlined above. Failure to do so violates the terms of this agreement and is grounds for expulsion from the Market.

The undersigned Vendor has read and agrees to the Sugarcreek Township Farmers Market Rules as written above.

I am electing to pay the Vendor Participation Fee up front. My check for \$200, made payable to Sugarcreek Township, is attached.

I am electing to pay the Vendor Participation Fee on a per market basis. I understand that this per market fee must be paid prior to set-up and that cash cannot be accepted. Checks should be made out to Sugarcreek Township.

Vendor:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Date: \_\_\_\_\_

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