2021 Rules and Regulations Guide

PURPOSE

The primary purpose of the Franklin 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.

OPERATION OF MARKET

Franklin Farmers Market is organized under the direction of Discover Downtown Franklin. It is overseen by the Farmers Market Committee and market managers Marty and Carolyn Williams. You can contact them through email at hopewell1859@centurylink.net or by phone at 317.459.7784. Applications should be sent to Jess Giles at director@discoverdowntownfranklin.com. Regular mail should be sent care of the Franklin Farmers Market, 70 East Monroe Street, Franklin, IN 46131.

MARKET LOCATION AND DATES

The Franklin Farmers Market will host two sessions in 2021. The dates will be May 29th – Sept. 25th. The hours of operation are 8 a.m.-12 p.m. The address for the market is 151 W. Jefferson St.

- The first session will run May 29th – July 24th
- The second session will run July 31st– Sept. 25th

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. Both vendors must fill out an application and agree to terms of the rules and regulations. All fees must be paid in advance in accordance with the fee structure listed below. No refunds will be given.

- Full Time Vendor - A full time vendor is someone who will attend 9 weeks of the 1st or 2nd session. The full time vendor fee is $40.00 per space or $70.00 when signing up for both sessions 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 $10 per day to attend the market. We will have extra space at the market for day rate vendors.

- Electricity - There is a fee of $10.00 per session for the use of electricity. If using electricity both sessions the fee is $15.

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 the Friday prior before 9:00 a.m. Notification must be made via email at hopewell1859@centurylink.net or by phone at 317.459.7784. 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.

VENDOR SPACE EQUIPMENT AND VEHICLES

A vendor spot is 1.5 parking spaces which is approximately 12-feet wide and 18-feet deep. Vendors may purchase additional spots as space permits. Spots are assigned by the Market Manager. Spaces are assigned based on product sold, full or part time status, market seniority, compliance with market rules and attendance record. Vendors attending the annual informational meeting will be given the opportunity to select their approximate vendor 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 and free from logos unless they directly pertain to the vendor's business. Canopy weights are strongly recommended. Loading, unloading, and setting up is the sole responsibility of the vendor.

Vendors must keep their space and the market property clean and free from all damage. The 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.

Electrical services are extremely limited. Vendors should speak with the Market Manager about availability and related fees. Electricity will be provided based on need, seniority and application date. You may bring your own battery power. Generators are not permitted.

There are a limited number of vendor spaces that allow vehicle parking. First priority will be given to full session vendors then produce, meat, cheese, and other homemade food vendors. Craft vendors will be considered separately after all other vendors and must be authorized by the Farmers Market Committee. Goods may be sold directly from vans, trucks, trailers or cars where applicable. Vehicles may not be run during the market. Vehicle vendor spaces will be assigned by the Farmers Market Committee.

Vendors not selling from their vehicles should remove their vehicle as soon as they unload. No vehicles are permitted to drive through the market after 7:45 a.m. Vehicles should be parked in adjacent parking lots.

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.
- 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 will display those permits as required.

- Vendors must be in place by 7:45 a.m. or their space may be given to a one-day vendor.
- Vendors are responsible for making sure all 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 12:00 p.m.
- Vendors must have their personal items, equipment, vehicles, and trash removed from the market by 1:00 p.m.
- 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 all applicable sales tax in accordance with state and local laws.

GOODS PERMITTED TO BE SOLD

Franklin Farmers Market is an open market. Due to the fact that we offer the SNAP program, the Franklin Farmers Market would like to maintain the market at approximately 60% of vendors selling SNAP eligible items. Items sold should be tangible and in some way grown, created, designed or made by the vendor. Wholesale or resale items, memberships or subscriptions (except CSAs) are not permitted to be sold.

The Johnson County Health Department and the Market Manager 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.

FOOD (NOT FOR IMMEDIATE CONSUMPTION)

Subject to applicable Federal, State and local laws, regulations and guidelines, the following goods may be sold at the Franklin Farmers 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 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

Any questions regarding minimally processed food or pH items should be directed to Bob Smith at the Johnson County Health Department.

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

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.

Beer and Wine – Products that are made by the vendor may be sold. It must be made and packaged in accordance with all state and federal laws. Vendors must have proper permits on display in their booth.

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 will 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.

PET FOOD

An Indiana Commercial Feed License must be obtained and displayed. All applicable rules must be followed.

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.

NON-PROFIT

A limited number of spots are available for non-profit groups to fundraise or provide education to the public. Nonprofits who wish to sell items from any of the above categories must follow the rules as stated above. Other items for sale or exceptions are to be pre approved by the Market Committee.

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 Executive Director of Discover Downtown Franklin or a member of 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 director@discoverdowntownfranklin.com or mail complaint to 70 East Monroe Street, Franklin, IN., 46131.

LIABILITY RELEASE

Vendor agrees to protect, indemnify, defend, save and hold harmless Discover Downtown Franklin, and the City of Franklin, 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 Discover

Downtown Franklin, and the City of Franklin, 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 Discover Downtown Franklin 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 Discover Downtown Franklin, 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 Discover Downtown Franklin. 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 Discover Downtown Franklin and/or its representative(s) in its discretion and/or upon the approval of the space. In additional to the foregoing, Discover Downtown Franklin, expressly reserves the right to cancel Vendor from any confirmed market should it be determined in the sole discretion of Discover Downtown Franklin which discretion shall not be unreasonably exercised, that the Vendor has engaged in any activity which reflects poorly upon Discover Downtown Franklin, and the City of Franklin. If for some reason beyond the control of Discover Downtown Franklin 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 or other acts of God, causes 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 written Vendor Rules and Agreement will result in the Franklin 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
  bsmith2@co.johnson.in.us

- Indiana Home Grown
  Indiana State Department of Agriculture
  Heather Tallman
  One North Capitol Avenue, Suite 600
  Indianapolis, IN 46204
  htallman@isda.in.gov

DISCOVER DOWNTOWN
FRANKLIN