



Jeffersontown Farmers' Market Vendor Regulations and Rules 2009

The Farmers' Market goal is to provide a link between the producer and consumer. Enhancing this connection will increase profits to the farmers while providing farm fresh produce to the citizens of Jeffersontown.

Please read these rules and regulations carefully before signing below. Keep a copy for your records - these rules are a part of your agreement with the City of Jeffersontown's Farmers' Market. Please return a signed copy with your application. Failure to observe these rules and regulations may result in suspension or termination of your Market participation. If you have any questions, please contact the Market Manager.

A. Market Location and Time

1. Site: Jeffersontown Pavilion Area, 10434 Watterson Trail
2. Market Days/Hours: Tuesdays, 4:00 - 6:30 p.m., Saturdays, 7:00 a.m. - Noon
3. Season: May 2nd - November 7th

B. Vendor Fees and Membership

1. Annual Membership Fee - \$75 - Guarantees each vendor a selling space for the season. Space can be located anywhere on the grounds on a first come / first serve basis. All vendors must be paid members of the market. Fee is due with application.
2. Reserved Space Fee - \$125 - Guarantees vendors a specific reserved-assigned space for the season. Space can be located in any vendor defined areas (see map A,B,C,D). Fee is due with application. As an incentive to meet the market goal and increase the exposure to the traveling public and build community awareness, the farmers' market will make available a 10'X10' white pop-up tent and an 8' table to be utilized at the spaces identified as A, B & C to any vendor purchasing a reserved space (see map A,B,C).
3. Optional weekly fee \$20 per space. Vendors may choose to pay for unreserved space weekly rather than commit for the entire season. Fee is paid weekly before the Market opens.
4. Membership will close on June 1, 2009.

C. Market Governing

1. The market will be governed by a three member committee consisting of the Market Manager, Assistant to the Mayor and one Active Annual Member.

2. The market committee will seek to maintain a vendor distribution with appropriate numbers of vendors in the following categories:
 - Fruits/Vegetables
 - Eggs/Meats/Cheeses
 - Plants/Cut Flowers
 - Baked Goods, Jams, Jellies
 - Honey, Herbs, Sorghum, Soaps, Candles
 - Crafts
3. One vending space will be reserved and maintained for the use by the City of Jeffersontown and one space will be reserved for community non-profit organizations and groups as selected by the market manager.
4. Day to day management of the Market will be the responsibility of the Market Manager.
5. Grievance Procedures:
 - a. The Market Committee will be responsible for enforcement of the rules. Any formal complaints or grievances should be submitted in writing to the Market Manager or to a member of the Market Committee.
 - b. Any vendor deemed not in compliance with the regulations of the Market will receive the following from the Market Committee.
 - ▶ First Offense = a warning for non-compliance
 - ▶ Second Offense = a request to vacate the premises for a designated time period.
 - ▶ Third Offense = banning from selling at the market for either one year or indefinitely. Reinstatement will be by application only.
6. Decisions of the Market Committee are final as to all matters involving the operation of the Market.

D. Product and Sales Regulations

1. Participation in the Market requires the submission of an application, fee and selection by the Market Committee. Upon selection, vendors will receive a letter of confirmation (email) from the Market Manager.
2. All products and produce sold by vendors must be locally produced or grown by the individuals, families or producers. Locally grown or produced is defined as Kentucky grown. Products made from locally grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments, etc.
3. Only those items listed on the vendor's application may be sold. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market.
4. The Market Manager has the discretion to make allowances or exceptions for the sale of items not listed on a vendor's application based on the potential benefit that doing so will add to the overall appeal and attractiveness of the Market.
5. Vendors are responsible for conforming their products to applicable USDA standards and

guidelines. Vendors selling processed food must be certified through the Health Department or State of Kentucky and have a current Home Based Processed Food Certificate of which a copy must be provided to the Market Manager.

6. Vendors will determine their own pricing. However, vendors are expected to refrain from engaging in the underselling of other vendors.
7. Possession or use of drugs or alcohol is not allowed at the Market.
8. Rules and regulations may be amended or revised from time to time by the Market Committee.
9. In addition to agricultural, horticultural and food items, non-edible products may be sold at the Market such as dried flowers, dried flower arrangements, vine wreaths, gourds, body care products and beeswax candles. All materials must be found, grown, foraged and/or produced by the producer on local farm or land.
10. Smoking is not allowed at the Market.
11. Vendors are expected to attend at least two meetings annually, one at the beginning of the season and one at the end.

E. Rules of Operation

1. Vendors are not to engage in selling prior to the posted opening time.
2. Market prices for all items must be visibly posted.
3. Vendors must keep their selling area clear of all debris, during and after the market.
4. All scales used must be for legal trade, made for commercial use and inspected and sealed annually by the KDA Division of Regulation and Inspection.
5. Reserved/Tented Priority spaces will be assigned at the beginning of the season.
6. Vendors must be honest and courteous at all times. Disagreements with other vendors, the Market Manager, Market Committee or customers must be handled in a respectful manner.
7. Vendors are individually responsible for conforming to all city, state and federal laws including the securing of any licenses or certifications required for the operation of their Market space and for the items they sell or distribute at the Market. Vendors selling non-consumable items will comply with and satisfy their sales tax obligations.
8. In an effort to create a unique shopping experience, the Market will require at least four booths to be placed in map location A.
9. Vendor booth space requirements will be specified on the Vendor's application. A Market booth will occupy a space created by a combination of one or more parking spaces. If dispensing goods from a truck, trailer or other wheeled vehicle, the vehicle must be contained within the designated space. All other vehicles must be parked elsewhere unless specifically cleared by the Market Manager.

F. Release and Indemnification

1. As a condition of participating in the Market, vendors recognize and acknowledge that they are ultimately responsible for their wares and conduct and agree to release, hold harmless, defend and indemnify the Market, the Market Manager, the Market Committee

and the City of Jeffersontown and its officers, directors, members, employees, and agents from and against all liability, claims, demands, losses, damages, costs, expenses, fines, judgements and penalties arising from:

- a. Any failure of the vendor to abide by these Rules and Regulations
 - b. Any consumption or use of items that the vendor sells or distributes at the Market
 - c. Any presence, use or misuse of an appliance, piece of equipment, vehicle or other item under the vendor's ownership, possession or control while at the Market
 - d. Any action, inaction or other conduct by the vendor associated with the vendor's participation in the Market
 - e. Any lack of care, expertise or experience on the part of the vendor associated with the vendor's participation in the market
 - f. Any injury or loss the vendor may sustain in any way associated with the Market or conditions at the Market premises, and
 - g. Any failure by the vendor to exercise supervision and control over its employees, helpers, agents or representatives in any way associated with the vendor's participation in the Market
2. If any of the foregoing provisions should at any time be held unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO BE BOUND AND ABIDE BY THEM IF ALLOWED TO PARTICIPATE IN THE MARKET:

Signature of Vendor Applicant

Date

Print Name: _____

Mailing address, zip, phone: _____

email address: _____

Jeffersontown Farmers' Market
2009 Vendor Application

Approval of this application constitutes membership in the Jeffersontown Farmers' Market

Vendor or Business Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Phone: _____

email: _____ cell: _____

Address or location of product source if different from above: _____

List or describe all produce/products to be sold or displayed in the Market booth:

Certified for home based processing: Yes ___ No ___ N/A ___
(If yes, please attach copy of certificate to market manager to be kept on file)

What other Markets do you participate in? _____

What types of products do you sell at other markets: _____

I have read and understand the 2009 operating rules and regulations and agree to be bound and abide by them if allowed to participate in the Market:

Print Name: _____

Signature Date