



Monroe Farmers' Market

2018 Rules and Vendor Agreement

Mission Statement

The mission of the Monroe Farmers' Market is to support producers of farm products in Connecticut and to provide members of the community with access to fresh, locally produced goods and healthy, seasonal foods. We seek out only those products that are made and sold with integrity, heart and soul, and host weekly programs for all ages that strive to entertain, educate and inform. The Monroe Farmers' Market serves as a weekly community gathering place where the simple pleasures in life are abundant.

Participation In The Market

In order to participate, you maintain that the following statements are true and applicable to your business. Further, you agree to abide by these rules or else forfeit your place at The Monroe Farmers' Market:

1. Only those vendors who are *invited* to the market and accepted by the Farmers' Market Committee may attend the market. The Monroe Farmers' Market reserves the right to deny any vendor for any reason, including, but not limited to appropriateness (with respect to our vision and mission), quality, and duplication of products at the market. The Monroe Farmers' Market does not sell crafts on a weekly basis, but may consider holding special event days at which local artisans can sell their goods.
2. Any product you intend to sell must be grown on land or property you manage, or produced in a bakery or kitchen that is owned, rented or leased by you, the Vendor, in Connecticut. All baked goods/value added products must be assembled, produced and baked on each vendor's property/bakery/kitchen in Connecticut. Out-of-state baked goods or out of state products of any kind are not allowed for sale at the market.
3. With permission from the Farmers' Market Committee, each farmer may supplement his or her Connecticut grown produce with other Connecticut grown produce **only** in the event of crop damage or failure, customer demand, or market shortage. Any such exemptions must be filed with your vendor application. Your list of exemptions will be reviewed, and we reserve the right to allow or deny any such exemptions based on (but not limited to) appropriateness, availability from other farms, and customer demand. Detailed itemized receipts for bought produce must be brought to the market for verification if deemed necessary by the Market Manager. The name and address of the farm from which goods have been sourced, the purchase date, item and item price must be shown on the receipt(s). "Blanket" receipts that cover an entire season will not be accepted. All exempt items must be properly labeled as detailed below. **As of October 1, 2015, exempt item labeling is required by the State of Connecticut.**

4. No more than 20% of products brought to market may be exempt items. In other words, the majority of products you sell at the market must be grown or produced by you, the farmer/vendor.
5. As a "Connecticut Grown" market, we **require** that the origin of **all** products be disclosed to the public, even if they are grown/produced by you, the Vendor. Clear signage that includes the product name, price per item, supplier's name (originating farm) and the supplier's location must be displayed at all times. You are responsible for obtaining your own CT-Grown labels, which are available (free of charge) from the Connecticut Department of Agriculture. We reserve the right to ask that unlabeled, improperly identified or incompletely labeled items be removed from your table until such time as they can be properly labeled.
6. All specialty foods must be made with high quality, natural ingredients. They should **not** contain high fructose corn syrup, preservatives, artificial dyes, flavorings, chemicals or sweeteners (such as Splenda or Aspartame). Shopping at the farmers' market should not require customers to read complex ingredient labels.
7. The market is open rain or shine unless a significant or dangerous weather event prevents it.
8. Beginning on Opening Day, each Vendor makes a commitment to the market to attend **every Friday** for the **entire season** which will run from **June 22, 2018 through October 26, 2018** (19 weeks). Vendors must give **at least 2 weeks notice for a planned absence**. If you are absent without notice 3 or more times, you will lose your preferred standing in the market and go on a wait list for future market seasons. Individual circumstances will be taken into consideration, but repeated absenteeism may result in forfeiture of your space.
9. While you are strongly encouraged to attend the market when it's open in inclement weather, an unexplained absence on an inclement weather day will not count against you.
10. Each Vendor's physical location at the market will be determined by the Farmers' Market committee. Traffic flow, proximity to electrical outlets and natural shade will be taken into consideration when placing your stall. You agree to set up in the same place each week, regardless of the presence or absence of surrounding vendors, unless otherwise directed.
11. Your vendor application must be complete before you will be allowed to sell at the market. This includes completed crop plans, specialty crop plans, exempt item lists, proof of insurance, health department licensing, signed vendor agreement and payment. If any part of your application is incomplete, not cleared through various agencies, or your vendor fee remains unpaid, you will not be allowed to set up and sell at the market.

Vendor Fees

1. Vendors pay a fee for a guaranteed spot at the market for the entire 19-week season. The fee structure is as follows:
 - a. \$150 for one table (a 10' x 10' tent/stall)
 - b. \$200 for more than one table
2. Guest vendors pay a \$35 fee for a **one-time** appearance at the market. This does not imply or guarantee placement on any subsequent market day or special event.
3. There are **no refunds** of any kind or pro-rating based on participation, once your fee has been paid.
4. Vendors will be assessed a \$20 fee for returned checks and/or each instance of a bank

re-deposit. Bank fees plus any outstanding vendor fees must be paid before you will be allowed to participate in the market.

Compliance with State and Local Regulations

1. All regulations as set forth by the Connecticut Department of Agriculture apply. Crop plans must be submitted to the Monroe Farmers' Market prior to Vendor attendance at the market and all crop plans will be filed with the Connecticut Department of Agriculture.
2. All sellers at the Monroe Farmers' Market (Vendors) must comply with all Monroe Farmers' Market, Town of Monroe, Monroe Health District, State of Connecticut and U.S. Government regulations and requirements. All Vendors must maintain all pertinent health documents at their market site and any such documents must be produced upon demand. Vendors must adhere to additional requirements of law and regulation as they arise or any requirement that the Farmers' Market Committee in their sole judgement deems necessary to maintain an orderly market.
3. Vendors must have an appropriate thermometer to check the food temperature of their products in order to maintain a cold-holding temperature of 45° Fahrenheit or below. Vendors must also be familiar with checking the calibration of their thermometers.
4. If sampled food products are offered to the public, samples must be kept cool in clean, covered containers and samples must be distributed in individual portions with clean disposable toothpicks or utensils. Hand sanitizer and paper towels must be available to customers at all times. Sampling must conform to guidelines set forth by the Monroe Health District.
5. Vendors must maintain an active insurance policy as outlined below and must add "**Town of Monroe 7 Fan Hill Road Monroe, CT 06468**" as a rider/addendum to their insurance policy. A copy of this policy must be submitted to the Market Committee prior to Opening Day in order to participate.

Your Responsibilities as a Vendor

1. Much of the correspondence that takes place between the market's volunteers and its vendors happens via email. You are responsible for maintaining a working email address that you or one of your assigns, checks regularly. It is your responsibility to insure that any correspondence that applies to your business's presence at the market and to selling at the Monroe Farmers' Market must be conveyed to your employees so that they are aware of such communication. The Monroe Farmers' Market maintains a weekly email newsletter and a robust social media presence on Facebook, Google+, Instagram and Twitter. We also send market day updates via text message. We strongly encourage you to subscribe to and monitor one or more of these communication channels so that you are aware of happenings at the market.
2. Each vendor is responsible for setting up, closing down, displaying, and cleaning up his or her own site.
3. Since placement under natural shade or shelter is not guaranteed, each vendor is responsible for providing their own tent or equivalent coverage to protect his or her products from the elements, as needed. In addition, no product should be left on the ground or in any way, unattended.
4. Each vendor must leave his or her site in the condition it was found. Each vendor is responsible for the collection and disposal of any garbage or waste at his or her own site. Recycling bins are provided by the town and every effort should be made to collect and recycle applicable materials.

5. Each vendor is required to display the name and location of his or her business.
6. All scales must be certified with a CT Department of Weights and measures seal.
7. All vendors will comply with the local state health department regulations. Any state or local applicable licenses must be current and on file with the market committee.
8. All prices must be clearly displayed. All prices are strictly between the vendor and the customer.
9. All sales taxes are the responsibility of the individual vendor.
10. All vendors and their employees must adhere to the no-smoking policy in effect for the Town Hall Green and in the parking lots adjacent to the green.
11. All vendors will cooperate with local property owners and town regulations.
12. All vendors must obtain and maintain a business/farm liability insurance policy. A copy of the policy must be filed with the Farmers' Market Committee.
13. All vendors and their employees must be courteous and must deal honestly with all customers and fellow business owners.
14. WIC checks and Senior Citizen checks will be accepted at this market.
15. All vendors **must be set up by 2:30pm**, since customers will begin arriving on the green by this time. Selling time will begin promptly at 3:00pm and end at 6:00pm.
16. No selling or bagging may take place before the official opening of the market at 3:00pm. If you are found to be bagging or selling before the official start time of the market, you will be issued a warning. Repeated warnings may result in forfeiture of your place in the market.
17. In an effort to keep the green free of vehicles and improve the visibility of the market, vendors **must** remove their vehicles from the green **no later than 2:45pm**. Vendors may not park in spots adjacent to the green that are designated for customers only. **Vendor vehicles must be parked at the Monroe Congregational Church or on the far side of the Masonic Lodge in order to leave room for market customers in spots that are closer to the green.** Exceptions to the parking rule include vendors who require access to power in order to keep items refrigerated, or items that must be kept out of harsh weather conditions. You may **not** move your vehicle onto the green prior to the close of the market at 6:00pm, regardless of market attendance and foot traffic prior to closing.
18. Any Vendor who needs to leave their stall in order to get more product, should locate a market volunteer to watch the stall and retrieve products. Market volunteers can only watch Vendor stalls in Vendor's absence and are not allowed to sell products.
19. If the undersigned is not the individual who will be present at the market each week, **you are responsible for ensuring that all representatives of your business are in full compliance with the rules and regulations** of The Monroe Farmers' Market.
20. Vendors who are found to be in violation of any of the above rules and regulations will be issued a warning and repeated violations may result in forfeiture of your space at the market.

Dispute Resolution

1. The Farmers' Market Committee makes the final decision on all matters.
2. Any questions, comments, or complaints should be directed to a member of the volunteer committee. Serious issues may be presented to the Farmers' Market Committee or other Vendors for consideration and resolution.
3. There are **no refunds** of any kind, including Vendor fees.
4. Any fees paid to the market are to be considered reimbursement for the market's operational expenses.

Limitation of Liability

1. Vendor agrees to defend, indemnify and save harmless the Town of Monroe, CT, The Monroe Farmers' Market, the Market Manager(s) and their respective officers, directors, employees and agents from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorney's' fees and costs of suit, investigation fees and expert fees) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, arising out of or in connection with the negligent actions or omissions or willful misconduct on the part of the Vendor.
2. IN NO EVENT SHALL THE MONROE FARMERS' MARKET, THE MARKET MANAGER(S) OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MONROE FARMERS' MARKET'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY VENDOR TO THE MONROE FARMERS' MARKET UNDER THIS AGREEMENT.

2018 Monroe Farmers' Market Vendor Agreement

Agreement made this (day) _____ of (month) _____ 2018, between the undersigned and the Monroe Farmers' Market, fully and completely states the agreement between the undersigned and the Monroe Farmers' Market.

Agreement to abide by the Monroe Farmers' Market Rules & Regulations:

1. I hereby acknowledge that I have received a copy, have read, and agree to abide by the 2018 Season Monroe Farmers' Market Regulations and Vendor Agreement. ***I have initialed each page of this document to indicate my intention to comply with the rules and regulations herein.***
2. If I, the undersigned, am not physically present at the market, I will communicate these Rules & Regulations to my volunteers, employees and assigns and agree to be liable for any issues of non-compliance.
3. The information I have provided in my application is accurate and complete. I will provide the Monroe Farmers' Market with additional information, as needed, to verify any claims made by me in my application and in compliance with the Monroe Farmers' Market Rules & Regulations.
4. I agree to allow a representative from The Monroe Farmers' Market and/or CT Department of Agriculture to inspect my farm/business on an as-needed basis as part of this agreement.

Signature

Date

Print Name

Vendor/Business Name

Address

City

State

Zip Code

Phone

Email

Vehicle Information

Make and Model

Color

License Plate Number

Make and Model

Color

License Plate Number

Make and Model

Color

License Plate Number