**Binford Farmer's Market**
**2019 Vendor Application and Guidelines**
**May 4 through October 26, 2019 from the hours of 8 a.m. to 12 noon**

Print Your Name:_____
Name of Farm/ Company:_____
Address: _____
City/Zip: _____
Production location Address (if different): _____
Preferred Phone:_____
Email:_____
Website/Facebook/Instagram:_____
On Site Manager: _____On Site Manager phone: _____

New Vendor ☐ Returning vendor ☐

**Please describe the Indiana grown/produced products/crafts you intend to sell at the Binford Farmer's Market <u>as well as your growing practices</u>.**

_____
_____
_____
_____
_____
Subject to the market manager's approval, additional products may be added during the season.

**Please check off all growing methods and certifications you use/have.**

☐USDA National Organic Program ☐Certified Naturally Grown
☐Good Agricultural Practices (GAP) ☐Integrated Pest Management (IPM)
☐ Other _____

**Please describe the items that you will be offering as samples (if applicable):**

_____
_____

**Vendors understand that the success of any farmers market is highly dependent on full occupancy of the market by vendors and that consistent attendance at market is essential to the success of the Binford Farmer's Market.** Vendors wishing to participate in a full season may pay the discounted full season rate, and must attend each of the Farmers Market dates, except as otherwise provided herein. Occasional Vendors must commit to dates and pay as indicated

within the contract.

**FEE SCHEDULE**

**Full Season Vendors** will participate on all Saturdays, May 4 through October 26, from the hours of 8 a.m. to 12 noon. $312 total payment for full season/ paid in full at application or no later than the first day of market. Full Season Vendors are expected to attend all market dates and **may not miss more than 2** of the total dates of the full season. Dates to be missed must be communicated to the market manager otherwise, it will count as a no call/no show. See details and fines within this contract.

**Growing Season Vendors** are allowed to pay the full season rate of $312. If you do not plan on attending for the full season, please give us the dates you predict you will attend. Produce vendors dependent on seasonal farming are expected to attend all market dates that are within their growing/harvesting season and may not miss more than 2 of the total dates of the growing/harvesting season. See details and fines within this contract.

**Occasional Vendors**: Vendors intending to participate only occasionally must complete this contract and list the dates for the individual Saturdays the Vendor will attend. The cost for a single day is **$20** and is payable on the date before 7:30 a.m. The full season fee does not apply under any circumstances. Participation on this basis is not guaranteed, but is on a first come, first served basis.

☐ I WILL BE A FULL SEASON **OR** GROWING SEASON VENDOR (**if growing season please fill out part A**)

A. Please list predicted **start date**_____ Predicted **end date**_____
($312 season fee)

☐ I WILL BE AN OCCASIONAL VENDOR AND ATTEND THESE INDIVIDUAL SATURDAYS
($20 PER SATURDAY)

_____ _____ _____ _____
_____ _____ _____ _____

Comments/Notes: _____
_____

**WEEKLY PAYMENT FEES**

*If the vendor is a **Full Season Vendor or Growing Season Vendor and wishes to pay weekly**, the cost to make your payment week-to-week, regardless of season attendance, will be $20 per week. You will not be allowed to pay up to $312.* This is to absorb the administrative costs of weekly collecting and record keeping. Cash or check payments may be given to the Market Manager, or other designated fee collector on market days before 7:30 a.m. Receipts will be provided for all payments.

Please make your check out to **Binford Redevelopment & Growth, Inc**. and send it with the signed contract (Pages 1-6) to:

Binford Farmer's Market
Binford Redevelopment and Growth, Inc.
5868 E. 71st Street E-104
Indianapolis, IN 46220

## Binford Farmer's Market Rules and Regulations 2019

**Keep a copy of the contract for reference**

**Every food Vendor must provide a Certificate of Insurance with appropriate Additional Insured wording as noted in the contract on page 8. Notify your insurance agent about the insurance requirements found on page 8.**
**All applicants are expected to read the criteria for Vendor Selection and BFM Rules and Regulations prior to completing the application. This application is not complete without consenting with the rules by signing and dating the document.**

**The Binford Farmer's Market** is an initiative of Binford Redevelopment and Growth, Inc. (BRAG) and managed by BRAG's Board of Directors and the market manager. The 2019 BFM will be held weekly on Saturday mornings on the dates indicated on the page 1 (or such other dates as BRAG may later designate) at 65th and Binford, Indianapolis, IN. The following are guidelines for vendors who wish to participate in the Binford Farmer's Market and serves as your application to participate as a vendor during the 2019 season. BRAG reserves the right to make exceptions to these guidelines at its discretion on a case-by-case basis.

**ELIGIBILITY OF VENDORS**
Any person who regularly and directly works in all stages of the cultivation, production, and harvesting of quality Indiana-grown produce or other eligible prepared goods or is regularly engaged in the sale or distribution of such goods may apply to become a Binford Farmer's Market vendor. Prior to participating in the BFM, all vendors must provide BRAG with copies of all State and local permits and licenses required for the operation of their vending business, a copy of the certificate of insurance described below, and such other signed agreements, consents, waivers, releases and acknowledgments as BRAG may from time to time require.

Exclusivity: The Market generally does not offer exclusive rights to vendors to sell any one product. Market customers generally benefit from having a choice. However, if the Market believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry.

**BRAG** reserves the right to deny any vendor application or revoke vendor privileges of any person for failure to provide

all requisite paperwork or to comply with all applicable laws and Binford Farmer's Market policies, or on account of undesirable or suspect produce or other goods offered for sale, space considerations, or for any other reason or cause as determined by BRAG at its discretion.

**GOODS PERMITTED FOR SALE**

Approved vendors agree to offer only the highest quality produce and other goods at the Binford Farmer's Market in strict accordance with all applicable laws and BFM policies. Upon request of the BFM Manager, each vendor agrees to provide the name and contact information of the farm or other source of the produce or other goods offered for sale. This information will be kept confidential and will not be shared with other BFM vendors. No product offered at the BFM shall be purchased at a wholesale or auction supplier except as may be approved in advance by BRAG. Any vendor who is found to be buying and re-selling goods from out of state will be asked to leave the market for the duration of the season.

Subject to applicable federal, State and local laws, regulations and guidelines, the following goods may be sold at the BFM: fresh fruits and vegetables, dried and fresh herbs and spices, plants, flowers, honey, eggs, popcorn, flour and ground grains, whole grains and beans, meats and cheeses. Processed food items which are permitted include: jellies, jams, preserves, salsa, dried vegetables, dried fruits, cider or other pressed juices, ice cream, soups, meat entrées, vinegar, herb vinegar, baked goods and other items approved by the market manager. These processed food items must be prepared in a facility in accordance with Indiana law and sold in pre-packaged form. Food items prepared by a Home Based Vendor must have proper labeling. All vendors selling processed foods must prominently display their Board of Health licenses 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 / Price.

**Meat Products**—Except as may be approved in advance by BRAG, all meat products must come from animals raised in Indiana. Animals may be butchered or processed off-farm. Processing must comply with Federal, State and local laws and regulations and the farmer/producer must supply documentation of such compliance with the vendor's application.
**Milk, Dairy, and Cheese, Eggs**-- Except as may be approved in advance by BRAG, milk must be from the Indiana farmer/producer's own herd; cheese and other dairy products must be made in Indiana. Production must comply with state dairy ordinances and licensing, and the farmer must supply the documentation of such compliance with application. A current egg vendor license issued by the State Egg Board must be exhibited and a copy of license should be sent with the vendor's application.
**Plants and Produce**--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. The only re-selling that can take place is by acquiring and selling another farmer's Indiana grown goods. Each plant must be cultivated by an Indiana producer from seed or plug for a minimum of six weeks. In the case of re-selling, Vendors must accurately label the farm name and city where products come from for their customers. **Vendors will be fined $10 every day their products are not accurately labeled for customers.**

**Value Added Foods --** Foods must be prepared from scratch by the vendor in a licensed facility or qualify as a Home Based Vendor (HBV) item and have proper labeling. A copy of the commercial kitchen certificate or other required licensure must be available each week for inspection by the Marion County Public Health Department. See full details at: http://www.mchd.com/fdpfmai.htm. If you have questions contact Derek Trackwell at the Marion County Health Dept dtrackwell@hhcorp.org. A vendor may be required to submit recipes for Value Added Foods to the Market Manager.

**HEALTH AND SAFETY REQUIREMENTS**

YOU MUST OBTAIN A LICENSE BEFORE SELLING FOOD ITEMS AT A FARMERS' MARKET. Licensing information and regulations pertaining to farmers markets will be found at the Marion County Health Department website at: http://www.mchd.com/fdpfmai.htm. Be aware that the Marion County Health Department makes regular inspections at all farmers markets to assure that regulations are being followed. It is the responsibility of the vendor to keep abreast of all county and state rules and ordinances as they apply to the products that the vendor sells.

All vendors must adhere to sanitary procedures for selling produce and value-added items, including water for hand-washing. Proper labeling must be used as defined by the proper authority.

The vendor is solely responsible for assuring that all goods offered are safe, edible, and in compliance with all applicable regulations. All items intended for human consumption must be kept off the ground at all times and stored and displayed in safe and sound conditions. **The vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods.** No potentially hazardous, spoiled or contaminated foods may be offered for sale. If you have questions regarding a particular food that is included in the minimally processed food items list, call the Marion County Health Department at 317-541-2222. If you have questions contact Derek Trackwell at the Marion County Health Dept dtrackwell@hhcorp.org.

Flowers are not to be displayed or sold in glass containers. They should be displayed in plastic or metal containers, which eliminate the danger of breakage.

**Fire Extinguishers**: Food vendors using gas or other fuel sources for cooking are required to have on site, in their stall, a portable fire extinguisher Class B rated for flammable liquids. **Vendors will be fined $10 every day there is not a fire extinguisher at their stall.**

**No smoking is allowed on the grounds of the Binford Farmer's Market.**

**SAMPLING**

Vendors must follow the Marion County Health Department regarding proper techniques for sampling food products and pay costs for sampling fees, if any. Full details are found at: http://www.mchd.com/fdpfmai.htm . If you have questions contact Derek Trackwell at the Marion County Health Dept at 317-221-2244 or dtrackwell@hhcorp.org.

**SIGNAGE**

*The vendor must display signage noting the farm or company name and the town where the vendor is located.* The vendor must display legible price markers for all goods offered for sale. If the vendor is participating in the farmers market SNAP and Fresh Bucks programs, appropriate signage must be displayed as indicated in the SNAP/Fresh Bucks agreement.

**REGISTRATION TO SELL**

Reserved vending space can be revoked at any time by BRAG or the Market Manager if any of the regulations are not followed, paperwork has not been submitted, or if payment in full has not been received.

**FULL SEASON VENDORS**

All Full Season Vendors are expected to attend all market days May through October. All non-produce vendors are considered Full Season Vendors. Full Season Vendors may not miss more than 2 dates of the Farmers Market. Full Season vendors planning to miss any particular market days must notify the Market Manager at least one week in advance of the day. Vendors will be charged $25 for weeks missed without notification, and those who continually miss the market without notifying the Market Manager will forfeit their rights to their booth space.

**GROWING SEASON VENDORS**

Produce vendors may be considered a Growing Season Vendor and pay the Full Season $312 per space fee even if their produce is only available for a limited number of weeks. Produce vendors must inform the market manager 1 week in advance of attendance and give 1 week notice of the last day at the market. Growing Season Vendors planning to miss any particular market days must notify the Market Manager at least one week in advance of the day. Vendors will be charged $25 for weeks missed without notification, and those who continually miss the market without notifying the Market Manager will forfeit their rights to their booth space.

**OCCASIONAL VENDORS**

Consideration may be given by the market manager and BRAG to a non-produce vendor to attend for a limited number of weeks. The market space allows for a limited number of occasional vendors. The part time vendor will not be guaranteed a specific set up location. There will be no exceptions to this rule.

To be considered for Occasional Vendor status, the vendor must complete the application providing dates the vendor will attend the market. The Occasional Vendor may pay the $20 fee on the day of attendance BUT if the vendor does not show up as stated the Vendors will be fined $25. The full season fee does not apply under any circumstances.

**EXPECTATIONS OF VENDOR ATTENDANCE:**

The market operates Saturdays from 8 a.m. to 12:00 p.m. (noon) weekly from May 4, 2019 to October 26, 2019. Set-up begins at 6:30 a.m. All vendors are expected to be prepared to sell promptly at 8 a.m. The vendor must be parked at his/her assigned space by 7:30 a.m. on the day of market. If a vendor arrives after 7:30 it is a safety hazard for the

vendor to take the vehicle to the assigned space and the vehicle will be unloaded from the vendor parking area. **If a vendor is not in their space by 7:45 a.m. and has not informed the Market Manager that he/she will be late by 7:45 a.m., the vendor will forfeit his/her spot for that day and be fined $25.**
Market ends at 12:00 pm. All tents and selling table will remain up until that time. Vendors are required to stay until the market closes even if all goods are sold. **Any vendor found violating this requirement will be fined $25 per occurrence.** All vendors are expected to be out of the market site by 1:30 p.m. Please contact the Market Manager if you cannot agree to these terms.

**SEVERE WEATHER CONDITIONS**
In the event of severe weather conditions such as thunder, lightning, hail, high winds, and heavy rain, vendors are advised to take shelter in an enclosed vehicle or inside Northview Church until severe weather has passed. Vendors are responsible for their own safety and for management of their own product and tent. The market is not liable for damage to vendor product, tent or equipment due to inclement weather conditions.
Though the market intends to operate rain or shine, if weather becomes too severe it is the decision of the market manager to close the market for the day. No refunds are given due to severe weather cancellations.

**EQUIPMENT AND SUPPLIES**
Each vendor must supply his/her own tent, canopies, tables, weather protection and display equipment. If selling goods by weight, the vendor must supply a legal produce scale that is subject to periodic inspection by the County Department of Weights and Measures. Each vendor is solely responsible for any damages or personal injury resulting from its equipment or set-up. No electricity will be available to vendors outdoors. Generators may be used at the discretion and approval of the Market Manager.

In consideration of the other vendors and public safety, please confine your product and signage to the designated booth space dimensions. Vendors may be asked by the market manager to make adjustments to satisfy this requirement.

**ABSENCES, FINES and WITHDRAWAL**

Vendor agrees that vendor attendance is essential to the market, and essential to the reasonable value received by the vendors, and is essential to the revenue of the BFM and agrees conclusively that these fees for non-attendance are necessary, and are related to the impact on BFM.

Late Notice: As soon as the vendor knows he or she will be a late arrival to the market, the vendor must notify the market manager**. As stated above, if a vendor is not in their space by 7:45 a.m. and has not informed the Market Manager that he/she will be late, the vendor will forfeit his/her spot for that day and be fined $25.** Consistently late vendors will be considered for dismissal from the market roster which shall be determined at the sole discretion of the Market Manager or BRAG.

Absence Notice: In the event of family or medical emergency, the vendor must notify the market manager as soon as possible well before the market opens on Saturday, and no later than 7:45 a.m.

Unexcused Absence: In no case may a vendor not attend the Binford Farmers Market in order to attend another market, festival, fair, or other event. Doing so is grounds for immediate dismissal from the BFM roster. No refunds will be given.

If a vendor must withdraw from the market, notice must be made directly to the Market Manager at least one full week prior to the last date of attendance. No refunds will be given.

**ASSIGNMENT AND LIMITS OF SPACE**

**Each regular full space is 10 ft by 10 ft. Fees on page 1 apply to one 10 ft by 10 ft space. Additional space will require additional fees.** Vending spaces may be marked each week as needed for verification. Vendors are limited to one vehicle per site if the layout allows room for a vehicle.

**ASSIGNED SPACE CONSIDERATIONS**

Spaces may be assigned for the entire season. During the first few weeks of the market, booth location changes may be made by the Market Manager, may be made per vendor request, or to accommodate appropriate product distribution. Full Season vendors may request a specific booth location. BFM management will do everything possible to accommodate those requests and keep all Full and Growing Season vendors in their preferred booth locations for the duration of the market season. However, final location assignments will be designated by the Market Manager, and may be changed in any given week if necessary.

**EXITING THE SITE and TRASH REQUIREMENTS**

All vendors must be packed and prepared to depart from the BFM site by 1:30 p.m. All personal items and equipment must be removed at that time. Vendors must properly dispose of ALL litter and debris and food on the ground from their selling area before leaving. The market trash containers (including the school trash containers) do not have capacity to accept vendor trash. **Please bring your own trash bags and take your trash to your own trash containers at your home or business. Vendors will be fined $10 every day they are found emptying their trash into market containers.**

## Tent Canopy Weights

## Vendors MUST provide weights to hold down their umbrella, canopy or tents. **Vendors will attach minimum of 25 pound weights to all corners of the tent attached with bungee cord or boat straps to the canopy of the tent or tie legs to a vehicle.** Canopy weights are the most effective method to secure a tent or canopy in high winds. Minimum requirements are 25 pounds/leg weights for all unsecured legs, however Vendors are advised that best protection is found with 40 pound weights. See Sample: https://www.youtube.com/watch?v=ymTazgG46v4
You can use this type of bag on the link, but they must be attached to the canopy in addition to the base of the leg.
http://www.hayneedle.com/outdoor/canopy-accessories_weight-bags_list_174697_4294022332

**Any vendor not using weights on all corners of the tent will be fined $25 for the second infraction. Any vendor not using weights for the third infraction will be asked to leave the market. Any vendor found violating safety and management rules may be asked to not return to the Binford Farmer's Market.**

**INDEMNIFICATION**

The Vendor shall defend, indemnify and hold BRAG and The Binford Farmers Market, and the employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Vendor, its officers, agents or employees.

**INSURANCE**

**Certificates of Insurance must be sent by your insurance agent or broker**

***See page 8 for instructions to give to your agent or broker***

No vendor will be allowed to sell in their space until the BRAG receives appropriate verification of all required insurance. All vendors must supply BRAG with a certificate of insurance in the amount of $1 Million Dollars general liability including product liability. Vendors must inform their insurance agent or broker that **Binford Redevelopment & Growth, Inc. (BRAG) and the Binford Farmer's Market, its directors, officers, employees, contractors and representatives shall be listed as ADDITIONAL INSUREDS.** No vendor will be allowed to sell in their space until the BRAG receives appropriate verification of all required insurance. Mail certificate to: Binford Redevelopment and Growth, Inc., 5868 E. 71st Street E-104, Indianapolis, IN 46220 or email to audrey@binford71.org.

All vendors must supply the owner of the property where the market is located a certificate of insurance in the amount of $1 Million Dollars general liability including product liability. Vendors must inform their insurance agent or broker that the **Northview Christian Church, its directors, officers, employees, contractors and representatives shall be listed as ADDITIONAL INSUREDS.** No vendor will be allowed to sell in their space until the BRAG receives appropriate verification of all required insurance.

**MAIL A COPY TO** Binford Redevelopment and Growth, Inc., 5868 E. 71st Street E-104, Indianapolis, IN 46220 or email to audrey@binford71.org.

**MARKET MANAGER**

The Binford Farmer's Market Manager will invite vendors to participate in the BFM. The Market Manager is authorized to direct any vendor to leave the BFM site, remove any poor quality or unacceptable goods from sale at the BFM, or instruct a vendor to not return if, for any reason, that vendor is not making a significant contribution to the BFM. BINFORD REDEVELOPMENT AND GROWTH, INC. and the Market Manager shall have sole authority and discretion as to permission to offer goods for sale at the BFM. Please address your concerns to the market manager or BRAG president

in person or in writing.

**The undersigned hereby applies to participate as a Vendor at the 2019 Market. If accepted to participate as a Binford Farmer's Market vendor, I agree to abide by these guidelines and all applicable laws, regulations, ordinances and any policies, procedures, instructions or other requirements of the BINFORD REDEVELOPMENT AND GROWTH, INC., the Binford Farmer's Market, and the Market Manager.**

| | |
|---|---|
| _____ | _____ |
| Signature | Date |
| _____ | _____ |
| Printed Name | Name of Business |

**2018 Market at Hague**

## Food VENDOR INSURANCE REQUIREMENTS

*GIVE THIS PAGE TO YOUR INSURANCE AGENT OR BROKER*

FOOD VENODRS WILL NOT BE ALLOWED TO SELL PRODUCT WITHOUT SUPPLYING THE PROPER PROOF OF INSURANCE AS INDICATED BELOW.

All vendors must supply **BRAG** a certificate of liability insurance in the amount of $1 million dollars general liability including product liability.

Include the following clause:
**Binford Redevelopment & Growth, Inc. (BRAG) and the Binford Farmer's Market, its directors, officers, employees, contractors and representatives are additional insureds.**

Mail to:
Binford Redevelopment and Growth, Inc.
Binford Farmer's Market
5868 E. 71st Street E-104
Indianapolis, IN 46220
Or Email to: audrey@binford71.org

**Summary for your reference – Please KEEP this page:**
**Binford Farmer's Market**

It is important that you attend every market. We promote the market and the vendors, and we get emails and calls from shoppers looking for vendors. We tell them a vendor will be at our market and if the vendor does not show up it discourages shoppers from returning to the market. Shopper attendance will fluctuate at the beginning and end of the season and it is important for you to be present at all markets to be available for shoppers who attend all season and to be fair to your fellow vendors who do attend all markets.

- Market dates are May 4 through October 26. Market hours are from 8 a.m. to 12 p.m.
- Vendors are must be in their reserved spaces by 7:15 a.m., unless otherwise scheduled with the Market Manager. Although not promoted, vendors may begin selling product as early as 7:30 am
- Vendors must have canopy weights or tent tied to a vehicle.
- Vendors cannot tear down their tents or put away their sales table until 12 noon.
- All vendors must be packed and prepared to depart from the BFM site by 1:30 p.m
- No product offered at the BFM shall be purchased at a wholesale or auction supplier except as approved in advance by BRAG.
- Please bring your own trash bags and take your trash to your own trash containers at your home or business
- BRAG and the Market Manager shall have sole authority and discretion as to permission to offer goods for sale at the BFM.
- We encourage you to accept SNAP, debit and credit cards.

We're looking forward to another wonderful year at the BINFORD FARMER'S MARKET with you –


Audrey Abner
Market Manager
audrey@binford71.org
Mobile: 317-490-7395

George Wright
President, BRAG
gmw004@gmail.com
Mobile: 616-293-6709

Mark Flanary
Executive Director, BRAG
mark@binford71.org
Mobile: 317-408-4323

**Vendor Check List:**

- Certificates of Insurance mailed or emailed to the addresses on the INSURANCE REQUIREMENT page
- All copies of Marion Co. Health Dept. licenses and all State and local permits and licenses required for the operation of their vending business mailed to the address on page 1 or emailed to Audrey (audrey@binford71.org)

Binford Farmer's Market vendor contract and fees mailed to the address on page 1 or emailed to Audrey audrey@binford71.org