

# **RHINEBECK FARMERS' MARKET, LTD.**

## **RULES & REGULATIONS Winter Market**

### **1. General:**

Vendors agree to read these rules and regulations carefully before agreeing to and signing. Vendors agree to keep a copy of these rules and regulations for their records. Products and practices not specifically listed in these regulations shall be pre-approved in writing by the Rhinebeck Farmers Market. Failure to observe these rules and regulations may result in suspension or termination of Market privileges. For further clarification of these rules and regulations you should contact the Rhinebeck Farmers' Market Business Manager before you sign.

### **2. Powers and Duties of the Rhinebeck Farmers' Market:**

The duties of the Rhinebeck Farmers' Market include, but are not limited to the following:

Adopt, amend and enforce the Rules & Regulations of the Rhinebeck Farmers' Market. Assure the orderly and efficient operation of the Market. Establish the requirements for both vendor participation and product selection to ensure a sustainable mix of products in the Market. Establish and collect all vendor fees and dues. Determine an operational schedule, special events schedule, size and location of the Market.

Develop an operating budget and raise the necessary funds to support the operating budget. Hear vendor requests, concerns and grievances; make all final decisions on vendor petitions and participation. Establish and conduct an advertising and marketing program for the Market. Maintain a broad coverage liability insurance policy with \$1,000,000 against bodily injury and property damage. Review and renew annual contracts with Independent Contractors. The Market may assign any of its responsibilities to Market Managers or other indicated representatives for execution.

The duties of the Market Site Manager include the following:

Post all Market signage. Enforce the Rules and Regulations of the Rhinebeck Farmers' Market. Perform booth inspections to enforce vendor Product Agreements. Assure the orderly and efficient operation of the Market. Assign market spaces to vendors at the beginning of each Market day. Inform the Board of Directors of all problems or concerns which may arise from either vendors or customers. Perform farm/business inspections as necessary.

### **3. Operating Schedule:**

The Rhinebeck Farmers' Market is privately run and operates the Winter Market in the Rhinebeck Town Hall at 80 East Market St in the Village of Rhinebeck.

The Winter Market will operate on two Sundays per month from 10am – 2pm from Dec 4<sup>th</sup>, 2011 – April 29, 2012

Market Dates are: Dec 4 & 18, Jan 8 & 22, Feb 5 & 19, Mar 4 & 18, Apr 1, 15 & 29

### **4. Vendor Selection:**

The Rhinebeck Farmers' Market is located on public property, where commercial activity is not normally permitted. The Market is permitted partly because the Rules and Regulations encourage local and regional farmers and/or producers to sell what they grow and produce.

Vendors may participate in the Rhinebeck Farmers' Market at the invitation of the Rhinebeck Farmers' Market only. The Rhinebeck Farmers' Market is privately operated and is under no obligation to extend participation privileges to any vendor. Vendor selection is limited by product category to insure a sustainable mix of products available to customers in the market.

Vendors wishing to sell the following products are invited to apply to the Rhinebeck Farmers' Market: Locally grown or produced vegetables, fruit, grains, cheese, dairy products, meats, fish, poultry and game, eggs, mushrooms, maple products, honey, herbs, plants and flowers. Vendors wishing to sell wine, fruit juice, cider, jams, baked goods and all other processed and prepared foods will be considered for participation only when those items are prepared using locally grown ingredients. *An exception will be made for vendors wishing to sell locally produced bread.*

Vendors wishing to sell crafts such as soap, wool products, bee products and other agriculturally related items will also be considered for participation when these items are prepared using locally grown or produced items. All other craft items are strictly prohibited.

Becoming a vendor at the Rhinebeck Farmers' Market is a prerequisite to selling any product at the Market. Unauthorized solicitation is strictly prohibited in the market.

Vendors are only allowed to sell those items that have been approved on their Product Agreement forms for that season. All requests to add product to the approved Product Agreement must be submitted in writing. Application to become a vendor shall be made annually to the Rhinebeck Farmers' Market .

Vendors are required to complete and submit the following forms:

- Application/Product Agreement Form

- Hold Harmless Agreement

- Rules & Regulations Agreement

- Annual membership dues in the amount of \$25.00

- A copy of all applicable state and local licenses.

- Certificates of insurance for one million dollars each in general liability coverage stating that both the Rhinebeck Farmers' Market, Ltd. and the Town of Rhinebeck are listed as additional insured.

## **5. Attendance:**

The Rhinebeck Winter Farmers' Market operates indoors.

Vendors are required to attend all dates in the market season unless the market has been officially cancelled due to extreme weather conditions.

In the event that a vendor cannot attend a market day, the vendor shall notify the Market Manager as soon as possible and no later than 3 hours prior to the start time of the market. Failure to inform the Market Manager of non-attendance will result in an unauthorized absence. The Rhinebeck Farmers' Market reserves the right to terminate a vendor for an unauthorized absence. Vendors should contact the Market Manager in the event of extreme weather conditions to see if the Market has been cancelled.

## **6. Vendor Payment:**

### **6A. Annual Dues:**

Vendors shall pay annual membership dues of \$25.00.

### **6B. Booth Fees:**

Booth fees must be *received* and paid in full to the Market Manager on or before the indicated due date in order for vendors to be admitted to the market. Vendors are required to pay for each week of the Winter Market season regardless of non-

attendance unless the market has been officially cancelled due to extreme weather conditions. Vendors that fail to pay booth fees in full for the full season will not be admitted as a vendor in future market seasons.

Booth fees for vendors are as follows:

One 6-8' Table @ \$25

Two 8' Tables(L-shape) @ \$50

Two 8' + Two 6' Tables (Horseshoe shape) @ \$90

**6C. Payment of Booth Fees:**

Booth fees must be *received* and paid in full to the Market Manager on or before the indicated due date in order for vendors to be admitted to the market. A 50% deposit toward booth fees will be due upon application approval. The remaining 50% will be due one week prior to opening day.

**6D. Penalties:**

Vendors shall be charged a late fee of \$25.00 if booth fees are not received by the invoice due date. Vendors shall pay a fine of \$25.00 for returned checks and shall be further charged any additional bank fees. Vendor shall receive a first time warning for any violation of these Rules and Regulations. Further violations shall be fined \$10.00 each. Failure to pay fines or repeated violations may be grounds for suspension or termination. Vendors that fail to pay booth fees in full for the full market season will not be admitted as a vendor in future market seasons.

**7. Product Selection:**

**7A. Product Agreement Form:**

A Product Agreement Form shall be submitted annually by the vendor indicating what he/she proposes to sell at the market. All required information shall be provided for a complete submission. The RFM shall mark up the Product Agreement Form indicating approved and non-approved items. Only those items that are approved may be sold at the market.

Vendors who are approved to sell particular products at the market shall bring these items in sufficient quantity to satisfy customer demand. If a vendor is unable to supply an approved product in sufficient quantity, the RFM may add these products to other vendor's Product Agreements. Conversely, vendors may not be approved to sell particular items when there is already sufficient quantity available in the market to meet customer demand. Non-approved items presented for sale by a vendor will be asked to be removed from the Market. Failure by a vendor to abide by the Product Agreement may result in fines, suspension or termination.

The purpose of this regulation is not to punish vendors but rather to satisfy customer demand and to ensure a sustainable product mix in a small market by maintaining an adequate variety and quantity of products for customer purchase throughout the Market season in accordance with the natural availability of those products within our growing region.

**7B. Farm/Business Visits:**

A representative of the Market may make farm/business inspections with 24-hour notice to confirm that products brought to Market conform to the approved Product Agreement. During inspection, the vendor shall assist the Market representative in thoroughly documenting the vendor's products as seen at the Market and as indicated on the approved Product Agreement.

**8. Product Guidelines:**

All applicable federal, state and local regulations shall be adhered to when selling approved products. Goods presented for sale are expected to be of the highest quality. If the RFM determines that a vendor offers inferior quality products, the Vendor may be asked to withdraw the item(s).

**8A. Agricultural Products:**

All agricultural products displayed and presented for sale shall be grown by the vendor on land owned or operated by the vendor. Purchasing non-local produce for resale at the Market undermines the Market's goals and inhibits fair competition between vendors in the Market and is strictly prohibited. Limited agricultural product purchases from other *local farmers/ producers* are allowed in some circumstances and only when approved on the vendor's Product Agreement and when in compliance with these Rules and Regulations. Produce offered for sale shall be grown, harvested and cared for post-harvest so as to assure customers receive fresh, high-quality fruits and vegetables. Agricultural products should be free of visible defects, disease or insect problems and should meet standards for quality, freshness, size and grade.

**8B. Food Products:**

All prepared and processed food products displayed and presented for sale shall be produced by the vendor from scratch in an approved local production facility and shall contain ingredients that are either self grown or purchased from local farmers. All items that contain fruit, vegetables, dairy products or other ingredients that are grown locally shall be purchased from local farmers. Non-local or commercial fresh, canned or frozen fruit or vegetables are prohibited. The purchase of prepared or processed food products from other *local farmers and/or producers* to be presented for sale is allowed in some circumstances and only when approved on the vendor's Product Agreement and when in compliance with these Rules and Regulations. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. All products shall be packaged and labeled in accordance with NY State regulations.

**8C. Baked Goods:**

All baked goods displayed and presented for sale shall be freshly baked and prepared from scratch by the vendor in an approved local production facility and shall contain ingredients that are either self grown or purchased from local farmers. Commercially prepared mixes, crusts, shells or fillings are strictly prohibited. All items that contain fruit, vegetables, dairy products or other ingredients that are grown locally shall be purchased from local farmers. Non-local or commercial fresh, canned or frozen fruit or vegetables are prohibited. An exception will be made to vendors wishing to sell locally produced bread. Bread vendors will be allowed to purchase ingredients non-locally only when those ingredients are not available from a local farmer. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. Unwrapped baked goods shall be covered and protected from the environment at all times. Wrapped baked goods shall be packaged and labeled in accordance with NY State law.

**8D. Flower Products & Plants:**

All flower products and plants displayed and presented for sale shall be produced by the vendor on land owned or operated by the vendor or in an approved local production facility. Flower products, bedding plants, and house plants, should be free of defects,

disease or insect problems, and should meet standards for quality. Vendor shall be registered, licensed or listed with Cooperative Extension.

**8E. Wine & Beer:**

All wine products displayed and presented for sale shall be produced by the vendor in an approved local production facility and shall contain ingredients that are either self grown or purchased from local farmers. All beer products displayed and presented for sale shall be produced by the vendor in an approved local production facility and shall contain ingredients that are either self grown or purchased from local farmers when applicable. All wine and beer products presented for sale shall be free of defects and shall meet standards for quality. All products shall be packaged and labeled in accordance with NY State regulations.

**9. Signage:**

All vendors are required to display an attractive sign with the name and location of their farm or business in a clearly visible location. All items presented for sale must be labeled properly and priced clearly. All items that have been purchased from or contain ingredients that have been purchased from other local farmers/producers are required to be labeled or have signage indicating the name of the local farmer/producer from whom they were purchased. Customer queries regarding farming/production practices shall be answered factually. Vendors are encouraged to have business cards or brochures available for customers.

**9A. Organic Status:**

All growers/producers claiming organic status and wishing to advertise produce or other products as organic shall be required to display appropriate certification. Customer queries regarding farming/production practices shall be answered factually.

**10. State and Local Regulations:**

Vendors are individually responsible for conforming to all applicable Local, State and Federal laws and regulations.

Vendors selling taxable items shall display a valid NYS Certificate of Authority.

Vendors selling nursery and greenhouse crops shall display a valid NYS Nursery license.

Vendors selling processed foods, prepared foods, and other perishable items shall do so in compliance with the requirements of the NYS Health Department and/or the Department of Agriculture and Markets.

Vendors selling by weight shall have scales approved by the Dutchess County Sealer of Weights and Measures.

Vendors selling by volume shall use standard size containers such as pint, quart, etc.

Vendors selling beer and/or wine shall display a valid NYS License.

**11. Booth Operations:**

Booth size may be limited by the RFM. Booth spaces shall be assigned by the Market Manager. Every effort shall be made to honor requests for a specific location in the market as well as to establish a consistent location for vendors each week. Vendors are only allowed to occupy the space that is approved on their application by the RFM. Vendors shall bring their own facilities (tables/signage) for displaying and selling their products. All display tables shall be covered with cloths. All facilities shall be in good working order and shall be constructed in such a way as to pose no safety hazard to customers and to allow ease of access to goods on display.

Vendors are required to have arrived, parked, unloaded and displayed their products at least 15 minutes prior to the market's official opening time on the day of the market. The Town Hall doors will be unlocked at 8am. Vendors should enter through the rear door and park in the lot behind the Town Hall. Vendors shall operate at the Market in a safe and sanitary manner. Vendors are required to keep their Market space neat and clear of obstacles, litter and debris during operations. Vendors are responsible for bringing garbage containers for disposal of paper products, wrappers and other debris for the convenience of their customers. Vendors are responsible for leaving their space clean and free of debris and litter and the end of each market day. Vendors are required to remain at the Market for the entire Market day until the official closing time.

**12. Pets:** Vendors are not permitted to bring pets to the Market.

**13. Honesty and Courtesy:**

No form of discrimination is permitted at the Market.

Vendors shall be honest and courteous at all times to all occupants at the Market.

Disagreements with fellow vendors, customers and or Market management shall be handled in a respectful manner. Dishonest information, verbal threats, inappropriate signage or displays, or physical assaults shall be considered a violation which may result in suspension or termination from the Market.

**14. Vendor Grievances:**

All vendor grievances shall be submitted in writing to the Business Manager.

Vendors may request a hearing in front of the Board of Directors.

Decisions made by the Board of Directors shall be in writing and shall be final.

Vendors agree to waive rights to all other means of legal recourse and public demonstration. Vendors who are not satisfied with the decisions made by the RFM may terminate their participation as their only means of recourse following a decision which does not satisfy the vendor.

**15. Termination of Vendors:** The Rhinebeck Farmers' Market reserves the right to terminate any vendor for violation of these Rules and Regulations or without cause. Terminated vendors shall be refunded any unused portion of their prepaid booth fees. Vendors who are terminated waive all rights and remedies not otherwise specifically available within these Rules and Regulations.