

**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 (RFM). 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 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 Site Coordinator include the following:

Post all Market signage. Enforce the Rules and Regulations of the Rhinebeck Farmers' Market. 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.

**3. Operating Schedule:**

The Rhinebeck Farmers' Market is privately run and operates in the Municipal Parking Lot at 61 East Market Street in the Village of Rhinebeck. The official operating schedule of the outdoor Market is as follows: Sundays 10am – 2pm from the first Sunday in May-Thanksgiving. A separate application process applies to the extended outdoor season from the Sunday after Thanksgiving-last Sunday in December. The Sunday directly after Sinterklaas in Rhinebeck will be skipped as a market day.

**4. Vendor Selection:**

4A.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. Application to become a vendor shall be made annually to the Rhinebeck Farmers' Market.

4B. Application to become a vendor shall begin with submission of the RFM Application/Product Agreement Form submitted to the RFM Business Manager for distribution to members of the Vendor Selection Committee; deliberation/decision on each application by the Committee; distribution of Committee decisions to the full Board; and deliberation/decision by the full Board. The RFM Business Manager shall then notify each vendor in writing of the final board decision on each application. At no time during this process shall a vendor or prospective vendor speak with any individual board member about the application. If any board member is approached, it is her/his responsibility to inform the vendor or prospective vendor that the process does not permit individual lobbying. If the vendor or prospective vendor attempts a second contact with an individual board member, such contact will nullify any pending affirmative decision on the application.

Upon approval, vendors are required to complete and submit the following:

- Hold Harmless Agreement
  - Rules & Regulations Agreement
  - Annual membership dues in the amount of \$30.00
  - 50% deposit toward booth fees.
  - A copy of all applicable state and local licenses.
  - Certificates of insurance for \$1 Million per occurrence/\$1 Million Products/General Aggregate in general liability/product liability coverage stating that the following entities are listed as additional insured:  
Rhinebeck Farmers' Market, Ltd.  
Village of Rhinebeck
- \*\*\*Vendors must obtain certificates for products they sell from other farms/businesses.  
Proof of insurance only, not additional insured status\*\*\*

\*Note: First time vendors approved for the RFM will be accepted on a probationary status. At the conclusion of the market season, the vendor's participation and adherence to RFM rules and regulations will be reviewed with a determination made for continued participation.

#### 5. Attendance:

The Rhinebeck Farmers' Market operates on a 'rain or shine' basis. Full time vendors are required to attend all dates in the market season unless the market has been officially cancelled due to extreme weather conditions. Part time or seasonal vendors are required to attend all dates listed on their approved application 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. Subject to the following sentence, timely notification shall result in an excused absence. Failure to inform the Market Manager of non-attendance will result in an unexcused absence. After the occurrence of either two unexcused absences or any three absences, whether excused or unexcused, by a vendor during any single market season (Outdoor or Winter), the Rhinebeck Farmers' Market Board of Directors reserves the right to terminate the vendor immediately or at any time thereafter.

Vendors should check their email or 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 \$30.00.

### 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. Full time vendors are required to pay for each week of the Market season regardless of non-attendance unless the market has been officially cancelled due to extreme weather conditions. Part time or seasonal vendors are required to pay for all dates listed on their approved application 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:

Single 10' Wide \$25 per week full time vendors / \$30 per week part time vendors.

Double 20' Wide \$39 per week full time vendors / \$44 per week part time vendors.

Triple 30' Wide \$55 per week full time vendors / \$60 per week part time vendors.

Booth size is limited to a maximum of 3 spaces (30' Wide) per vendor.

### 6C. Payment of Booth Fees:

A 50% deposit toward booth fees is due upon approval of vendor application (approx. March 31st) The remaining 50% of booth fees will be due mid-way through the season.(approx. July 1st) The 50% deposit must be received by the due date in order to reserve a space for the season. If the 50% deposit is not received by the indicated due date, the RFM may offer the space to another vendor. Deposits and 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.

### 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. Any vendor who repeatedly submits returned checks may be required to pay by money order or cash.

Vendor shall receive a first time warning for any violation of these Rules and Regulations. Further violations shall be fined \$25.00 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. If non-approved items are presented for sale by a vendor, those items will be required 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). In the event that a product recall is initiated by a vendor, market manager should be contacted by phone and email within 24 hours of known concern.

##### 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 houseplants, 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 as well as a marketing permit if they plan on offering samples/tastes.

#### 11. Booth Operations:

Booth size may be limited by the RFM. Booth spaces shall be assigned by the Market Manager and/or Site Coordinator. 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. All vendor vehicles must fit entirely inside the dimensions of the vendor's booth. If the vehicle does not fit inside the dimensions of the vendor's booth, the vendor must unload and park the vehicle outside of the municipal parking lot, on the street East of the Town Hall. All vendor employees must also park outside of the municipal parking lot, on the street East of Town Hall. All vendor space reserved must be fully occupied by tents, tables and product. Extra space cannot be reserved solely for the use of vehicle parking within the designated market area. The expectation of fully occupied product space does not apply to normal fruit and

vegetable availability due to the normal growing schedule. (Example in May, June or November less space may be needed for growers).

Vendors shall bring their own facilities (tent/tables/signage) for displaying and selling their products.

All display tables shall be covered with cloths. All facilities shall be set up fully inside the vendor's booth. 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.

All vendors that plan to keep their vehicle inside their booth space or must drive their vehicle inside the market to unload must arrive no later than 9am. All vendor vehicles (that will not be kept inside the vendor's booth space) must be moved off site no later than 9:30am. No vehicles are allowed in the market area after 9:30am. The gates to the entrances of the market will be blocked at 9:30am and no vendor vehicles will be allowed inside after that time. Vendors are required to have their booths fully set up and have their products and signage on display at least 10 minutes prior to the market's official opening time of 10am. Vendors are not permitted to sell until the market's official opening time of 10:00am.

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. Smoking is prohibited within 25 feet of the market perimeter, including vaping, e-cigarettes or other smoking paraphernalia. Vendors are required to keep their booths fully set up until the official 2pm 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 that may result in suspension or termination from the Market.

#### 14. Vendor Grievances:

Vendor applicants who have been considered and denied participation by the Vendor Selection Committee (VSC) or by the full Board may submit a written Request for Review to the RFM Manager for Committee review. At the discretion of the VSC, the Request may be dismissed, forwarded to the full Board with a recommendation in writing or forwarded to the full Board for final disposition without a recommendation.

Existing vendors may submit a written Request for Review regarding product denial to the RFM Manager for review by the VSC. At the discretion of the VSC, the request may be dismissed, considered, or forwarded to the full Board.

All other Requests for Review by a vendor, by a municipality, by a local resident or a customer of the RFM shall be submitted in writing to the RFM Manager for resolution or consideration by the VSC or the full Board as appropriate.

All dismissals by the VSC or resolutions by the full Board shall be final decisions and shall be in writing and transmitted to the requesting party or individual.

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 that 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.