

2016 PHOENIX FARM MARKET RULES AND REGULATIONS

Sponsored by First United Methodist Church – Phoenix
49 Jefferson St., Phoenix, NY 13135 Phone: (315) 695-4746

2016 MARKET DATES: July 11, July 18, July 25, August 1, August 8, August 15, August 22, August 29;
at Sponsor and Villages discretion, market dates may be extended through the fall season and vendor space
fees adjusted as described in the application/ permit form.

1. Definitions herein:

- a. **Crafts.** All crafts offered for sale are original in nature and produced in whole by the vendor except for component parts which may be purchased from a third party.
- b. **Daily Vendor.** Any vendor who is permitted to sell at the Farm Market, who participates in the Farm Market less than the full season and chooses to pay on a daily basis for any space used.
- c. **Farm Market.** Farm Market is not a person or entity but is the name of the operation and administered by the Sponsor.
- d. **Farm Market Board.** Farm Market Board shall mean that Board or committee of Sponsor that establishes operational policy, manages and administers disputes and claims in the first instance. The Board may itself act as manager or appoint a certain individual or individuals as farm market manager or administrator
- e. **Farm Market Hours.** The Farm Market will operate on each of the above described Monday dates from 5:00 p.m. to 8:00 p.m. Vendor set-up and take down shall take place within the hour preceding and following these operation hours.
- f. **Farm Market Location: Designated portion of** State St., Village of Phoenix, NY, generally upon the Village owned property between Lock and Bridge Streets.
- g. **Farm Market Manager, Management or Administration.** Farm Market Manager, Management or Administration shall mean those person(s) charged by the Sponsor, and approved by the Village with day to day operation, administration and implementation of the Farm Market mission and program. Notwithstanding any other provision hereof to the contrary or otherwise, and superseding any other statement or agreement related to Farm Market conduct, operations, farmer or vendor rights, duties and the like whatsoever and without exception, the Village retains the right to at any time based upon observations, concerns and/or information brought to its attention, unilaterally modify these Rules and Regulations including without limitation to address the types, volumes, numbers and combinations of vendors, products and the like permitted requirements for insurance, liability, operations and administration, layout of vendor space, vendor and patron parking, access and egress, and the like. This is in part, in recognition of this being a new enterprise within the Village and that unanticipated effects may occur and need to be promptly addressed. In such event any vendor adversely affected thereby shall have recourse however same to be limited to a pro rata refund of any seasonal fees paid.
- h. **Farm Market Mission.** The mission of the Farm Market shall be to support local farmers and businesses, enriching the community both culturally and nutritionally, and giving local producers a convenient venue where they can sell their products to local consumers and visitors to the area. By doing so, the Farm Market and Villages intent is to support local farms and artisans and contribute to a vibrant local community. The Farm Market can also provide locally-based non-profit organizations a venue for their outreach and fundraising activities.
- i. **Vendor.** The grower or producer and on premises seller of the products being offered for sale, from goods or product components owned or purchased by, for creation or assembly of, or from lands he/she owns or rents, with control over the assembly or creation of, or production,

harvesting and marketing of the products, and a financial interest in the products. The Vendor must comply with all requirements of the permit issued and these rules and regulations.

- j. **Seasonal Lease.** A seasonal lease shall mean when a vendor signs for space for the full season and makes payment in accordance with the Farm Market's established fee structure.
 - k. **Sponsor.** The First United Methodist Church - Phoenix, New York, or a not-for-profit entity formed by the church as a subsidiary or affiliate thereof. Sponsor is by contract with the Village of Phoenix, licensed and authorized, and as well, obligated to administer and operate the Farm Market in accordance with these Rules and Regulations, the contract with Village and otherwise in accordance with applicable law.
 - l. **Homegrown and Homemade:** 75% of ALL products and goods to be sold must be grown, baked, assembled, created or made by vendor. Exception: space sold to not for profit community groups for fundraising or educational or informational purposes. The 75% requirement shall be determined by Sponsor applying criteria comprised of weight, area, volume and or any other reasonably based criteria intended to ensure the Farm Market good and product line is reasonably perceived as and as well is comprised of 75% homegrown goods and products at each vendor space. The Sponsor's determination in this regard shall be final provided it is based on written articulated grounds (including as a Permit condition) and such criteria and grounds are substantially the same or equivalent to those articulated in similar determinations and so as to not be arbitrary or capricious.
 - m. **Organic:** All vendors using the term "certified organic" must be legally confirmed organic. Evidence of organic certification must be prominently posted in order to use the term organic.
2. **Display of Permit(s), license(s), receipt(s):** All required vendor permit from the Village shall be obtained and displayed. Vendors exempt from such requirements shall pay a fee in lieu of same to the Village in the same sum and shall have receipt for such payment displayed. Copies of applicable permits and licenses shall be kept on file with the Farm Market Management. Vendors selling prepared items must display their Health Department permit at the Market and give the First United Methodist Church – Phoenix a copy of their inspection report. Growers selling plants must have a Department of Agriculture certificate from Albany. See application certificate form for other potentially required permits.
3. **Liability Insurance:** Each vendor is required to provide the First United Methodist Church – Phoenix a "Certificate of Liability Insurance" providing comprehensive general liability coverage hereunder, including for the contractual indemnity hold harmless and related provisions shown in the Application Certificate form and specifically naming the Vendor or Vendor entity as insured and the "Village of Phoenix" at 455 Main Street, Phoenix, New York 13135 and "First United Methodist Church – Phoenix" at 49 Jefferson Street, Phoenix, New York 13135, as additional insured for \$1,000,000 per person/incident. The certificate or evidence form must state it is in effect, provide the effective date thereof and that same shall not be materially modified or terminate/expire prior to the end of space lease term except upon not less than 10 days written notice prior to such date mailed via registered or certified mail to the Vendor and each additional insured. By proffering such certificate or other evidence Vendor is attesting to have made such inquiry and that such certificate or other evidence (e.g. policy endorsement, binder) provides this coverage at minimum and unconditionally.
4. **Farm Market Space Fees (10 x 10 Space).** Space fees and payment schedule will be assessed annually by the Farm Market Board. Spaces may be rented on a seasonal basis or on a per week basis permitting one daily set up on the designated farm market day. The latter fees shall be due and payable to the Farm Market Manager prior to setting up for the day. Full season fees shall be paid prior to set up on the first farm market date.

- a. \$100 for the full season
- b. \$15 for a daily date

- 5. Farm Market Space Assignments.** Spaces shall be assigned by the Farm Market Manager on a first come first serve basis for daily vendors. Vendors with a Seasonal Lease shall be assigned a permanent spot for the duration of the season. These spaces will be reserved each year for the seasonal Vendor, provided that all space fees are kept current. Reserved spaces must begin set up at least one hour and be occupied at least thirty (30) minutes prior to opening of the market day. After the initial thirty minute set up, daily vendors will be permitted to set up in those unoccupied spaces, as assigned by the Farm Market Manager. Seasonal leaseholders arriving after that time will be reassigned to another space for the day. No refunds shall be due late arrivals for setup in the event a space is reassigned and sole vendor recourse will be to utilize another assigned space. No subletting of a reserved space is permitted.
- 6. Inspections.** Inspections shall be made only with the farmer/owner or their representative present unless written permission is given. Vendors must provide any help necessary to thoroughly document products and conditions recorded at the inspection. The Vendor and Village shall be notified in writing of the results of the inspection having any adverse results within seventy two hours of the inspection.
- 7. Sponsor, Obligations of:**
- a. Enroll Vendors in the Farm Market, either through seasonal vendor agreements or as daily vendors.
 - b. Collect all space fees owed, make accurate accounting and deposit in segregated accounts. Remit Village share with itemized accounting to Village within thirty days of collection.
 - c. Arrive one hour prior to permitted Vendor set up time and remain throughout the day until the premises have been entirely vacated and all site cleaning and refuse removal completed.
 - d. Properly place Vendors in spaces, including assigning spaces to daily vendors.
 - e. Assist with placement or relocation of Farm Market signs, parking signs, etc.
 - f. Ensure all applicable laws rules and regulations as well as these rules and regulations and vendor permits are adhered to. And including that all permits required to be posted are displayed and insurance documentation provided.
 - g. Resolve any minor disputes that may arise. Promptly notify Village of any disputes or similar issues that may arise.
 - h. Maintain Farm Market grounds in a safe manner.
 - i. Operate a Farm Market Manager booth.
 - j. Act as liaison to the Village, providing accounting and performance reports.
 - k. Communicate Farm Market policies, activities and rules to vendors, keeping them informed throughout the season. Bring suggestions from vendors back to the Village.
 - l. Coordinate any entertainment for market days, as well as sponsors for the entertainment.
 - m. Conduct periodic customer counts for each market day to assess the level of growth in market usage.
 - n. Assure the Farm Market site is clean once the market is closed and the vendors have left for the day.
 - o. Maintain a database of vendors, their contact information, and any licenses or permits each vendor possesses based on the products they are selling. Ensure that sponsor and village each have current copies of same.

- p. Vendor recruitment, including community relationship development, fundraising, advertising/promotional development, including special events planning, working with the Village to plan market growth and development.
- q. Preparation of site for upcoming season such as securing location, site permits, market insurance, ensuring any maintenance or repairs needed to site are brought to village's attention, set market schedule, organize volunteers.

8. Vendor, Obligations of:

- a. Vendors may arrive as early as one hour prior to farm market hour to begin setup and must stay through the end of the Farm Market day to provide a full market to shoppers arriving throughout market hours. Vendors may leave early only under extenuating circumstances and with the permission of the Farm Market Manager.
- b. To ensure the safety of Farm Market patrons, any Vendor arriving after market opening may be required to set up on the periphery of the Farm Market.
- c. Vendors must not sell before the opening time, as announced by the Farm Market Manager.
- d. The use of the Farm Market is restricted to those who are bona-fide growers, craftpersons, and producers of homemade products or other vendors approved by the Farm Market Manager. Vendors may, on a limited basis, supplement their product line with additional New York State only products, as long as that product is otherwise missing from the Farm Market and the Farm Market Manager has given permission of the supplement. This permission is valid for one season only and must be re-applied for each new season.
- e. Vendors may sell agricultural products, including but not necessarily limited to, locally grown fruits and vegetables, dairy products, meats, flowers, plants, honey products, maple products, eggs, herbs and related products all of such choice of products, vendor and product volume of products are within sponsor's sole discretion.
- f. Craft vendors may only sell products that they have hand produced or assembled themselves including from purchased component parts.
- g. Baker vendors may only sell products that they baked themselves and they must possess the proper licensing from either the NYS Department of Agriculture and Markets or their County Department of Health.
- h. Prepared food vendors must have current mobile food service licenses.
- i. Products not specifically identified must be pre-approved by the Farm Market Manager prior to vendor selling same.
- j. All vendors must have signage with the name of their Farm/Company clearly displayed. Farmers should also have "homegrown" or "home crafted" signs displayed. Those items purchased elsewhere or not homegrown must be clearly marked for the protection of the consumers.
- k. All applicable food safety regulations, both state and local, must be adhered to at all times.
- l. All applicable licenses and permits for products sold must be obtained and kept current.
- m. All vendors shall be subject to a ninety (90) day at-will probationary period commencing on the first day of selling in the Farm Market. This shall entitle a Vendor to be terminated without application of the Complaint and Violation procedures described at paragraphs 9 and 11 herein but must be brought to the attention of and without objection of the Village Board.
- n. All vendors must keep their space swept clean and any refuse shall be removed at the end of each market day. Vendors who provide samples and/or products that will result in waste shall provide containers for waste disposal.
- o. All vendors must have a sign clearly identifying their name and location.

- p. Each vendor shall be responsible for all equipment and supplies for the setup of their space. Displays shall be constructed in such a way that they do not block customer walkways nor pose any other hazard to customers.
- q. All produce displayed shall be at least 18" off the ground with the exception of heavy or large items such as pumpkins.
- r. Vendors must post prices. While it is expected that prices will be fair to customers, collusion among vendors to attempt to influence prices is strictly prohibited.
- s. No smoking, alcoholic beverages or firearms are permitted at the Farm Market. Exempt from this is wine tasting if included as a permit condition.
- t. No hawking, proselytizing or amplified speech or music by a Vendor is permitted at the Farm Market.
- u. All products offered for sale must be of good quality and condition. Each Vendor must be directly involved with or knowledgeable about the production of the produce or products being sold. The Farm Market Manager reserves the right to direct any inferior goods be removed from display. Failure to remove products deemed inferior shall be reported to the Farm Market Administration and may result in loss of Farm Market privileges.
- v. All Vendors must provide proof of general and product liability coverage in the amount of \$1 million dollars and name the Vendor, Sponsor and Village as additional named insureds. A current certificate must remain on file with the Farm Market.
- w. Vendors are responsible for the actions of their representatives, employees or agents.

9. Vendor Complaint Procedure.

- a. All complaints must be addressed in writing to the Farm Market Manager.
- b. Complaints against another Vendor must be accompanied by a \$50.00 good faith check. The Farm Market Manager will then conduct an investigation and/or Inspection against the accused Vendor. If the complaint is found to be valid, the \$50.00 good faith check shall be returned. If the complaint is found to be unfounded, the check shall be forfeited and deposited in the Farm Market's general funds with a letter of explanation sent to the complainant.
- c. All other complaints shall be reviewed by the Farm Market Manager in an attempt to resolve the issue. If the Farm Market Manager is unable to resolve the complaint, then a written follow up may be made to the Farm Market Board. The Farm Market Board shall address the complaint at the next regularly scheduled meeting. If the complaint is of an immediate nature, the Farm Market Manager may ask for a special convening of the Farm Market Board to address the complaint. The decisions of the Farm Market Board are final.

10. Vendor Supplies: Vendors will provide their own tables, chairs, canopies, signs and other desired display materials. Displays must not impair other vendors' ability to sell, nor create a hazardous situation for customers. Vendors must keep all materials and products within his/her allotted space.

11. Vendor Violations of Farm Market Rules and Regulations. The submission of application for a permit to the Farm Market serves as the Vendor's agreement to abide by the Farm Market Rules and Regulations. Violations of the Farm Market Rules and Regulations shall be sufficient grounds for warnings, dismissal from the Farm Market, or both.

- a. The first violation of the Farm Market Rules and Regulations shall result in a verbal warning by the Farm Market Manager. Documentation of the warning shall be kept on file with the Farm Market Management.

- b. The second violation of the Farm Market Rules and Regulations shall result in a written warning, given by the Farm Market Manager. A copy of the letter shall be kept on file by the Farm Market Management, along with any documentation of the violation.
- c. The third violation of the Farm Market Rules and Regulations shall result in a one week suspension of selling privileges.
- d. The fourth violation of the Farm Market Rules and Regulations shall result in a two week suspension of selling privileges.
- e. The fifth violation of the Farm Market Rules and Regulations shall result in dismissal from the Farm Market.
- f. At the discretion of the Farm Market Manager, when a violation occurs that jeopardizes the health of a customer, another Vendor, or the overall health of the Farm Market, the Farm Market Manager may convene the Farm Market Board to request a suspension of the compliance procedure and call for immediate dismissal from the Farm Market. The dismissal shall require documented proof of an egregious violation. The Vendor shall be given an opportunity to review the documentation, prepare a defense and appear before the Farm Market Board.
- g. If after receiving a warning or suspension, any Vendor in disagreement with the Farm Market Manager over the infraction may make written application to the Farm Market Board to be heard on the issue. Both the Vendor and the Farm Market Manager shall appear before the Farm Market Board and present their sides of the issue. The decision of the Farm Market Board is final, unless overruled by the Village.

12. Animals and/or Pets: NO animals or pets will be permitted to be sold or given away at the Market pursuant to USDA and Market regulations.

These regulations are designed to ensure a safe and successful Farmer's Market. They have been established by agreement with the Village of Phoenix and First United Methodist Church – Phoenix. Violation of these regulations may result in dismissal from the Market.

Market contact information: Jill Wood, Market Manager, 315-289-8155 or email FUMCPhoenixNY@gmail.com.

***** PLEASE RETAIN FOR YOUR RECORDS*****