



Hornell Partners For Growth Farmers Market 2019

Rules of Operations

<https://www.facebook.com/hornellfarmersmarket/>

Market Mission

To provide a venue for local farmers to provide high quality locally grown or home made products to nourish our community. To assist in fostering social gathering and community activities, to provide agricultural and nutritional information. In conjunction with each market, we hope to enhance the experience and strive to make the market a fun destination for the entire family. Possible products available at the market include fresh fruits and vegetables, locally pastured meat and eggs, bread and other baked goods, flowers and plants, maple products, jams and jellies, honey, candies and sweets, as well as arts and crafts. We hope to provide growers, artisans, and food producers the opportunity to sell their goods directly to customers.

Governing Body

The Hornell Farmers Market will strictly follow all rules and guidance of the New York State Agriculture and Markets Rules and Procedures for Markets as outlined in the FMC-4. For a copy please go to <https://www.agriculture.ny.gov/>

The Farmers Market is sponsored by the Hornell Partners for Growth. Hornell Partners for Growth is insured for the location of the market (1 Steuben Square). The insurance protects Hornell Partners for Growth. Any vendors or participants must carry their own insurance to be protected. The Farmers Market Manager is responsible for the orderly & effective conduct of the market & implementing rules & regulations. The Market Manager reserves the right to accept or refuse to allow vendors to sell at the market based on market conditions.

Contact:

Market Manager: Valorie Whitehill, Hornell Partners for Growth (607)-324-9786 or hornellpartners@gmail.com and hornellfarmersmarket@gmail.com

Advising Manager: Kari Weir (607)-382-4543 or froggy_jr_2000@yahoo.com

Season Operation Details

Cost: ***** only checks and Money orders accepted*****

Make Checks out to: Hornell Partners for Growth

\$5.00 per event from July through September for Vendors / Farmers.

\$55.00 for the season

\$10.00 for Food Truck per event July through September

\$80.00 for the season

Location: 1 Steuben Square, Hornell, NY 14843, on the grass area

Summer Season Opening date: July 10th, 2019

Summer Season Closing date: September 25th, 2109

Winter Season Opening date: Oct 2nd, 2019

Winter Season Closing date: Nov 27th, 2019

Day of the Week: Wednesdays

Hours of Operation: 2:30pm till 6:30pm

Who May Sell at the Market

No Auction purchased Produce permitted for sale at the market.

The market will be restricted to those who are bona-fide growers, producers of homemade products, or an approved vendor by the Market Manager. 50% of the products offered for sale must be produced by the seller on lands on in production facilities they own or operate. Handmade items subject to committee review.

Farmers Market Nutrition Program

Vendors are encouraged to participate in the Farmers Market Nutrition Program. Vendors must sign up annually through Market Manager. (There is no fee). A packet will be provided to all Farmers.

Application Process: Farmer

-- A complete application includes:

1. Farmer Participation Agreement (FMC-6)
2. Crop Plan (FMC-12)
3. Training – https://www.agriculture.ny.gov/AP/agservices/fmnp/FMNP_Training.pdf

-- Due Date: (Before checks are accepted at FMNP market)

Farmers: Bona fide Farmer

- To be considered a bona fide farmer for FMNP, you must grow and harvest local fruits, vegetables, and/or culinary herbs from land owned or leased by you.
- Local is New York State and adjacent states, and includes: New York, Connecticut, Massachusetts, New Jersey, Pennsylvania, and Vermont.
- 50% Grow Rule”
 - You must adhere to the 50% grow rule when selling at a market. • Applies to farmers that physically attend a Farmers Market or farm stand.
 - 50% Grow Rule: Of the fruits and vegetables being offered for sale by a bona fide farmer, at a minimum, 50% (by volume) must be grown and harvested on land he/she owns or leases.

Eligible Food Items

- The Farmer may only accept New York State FMNP checks for fresh, local, unprocessed fruits, vegetables and culinary herbs. This includes, but is not limited to:
- • Local vegetables (cucumbers, potatoes, bok choy, lettuce, etc.) • Local fruits (apples, peaches, berries, currants, etc.) • Local pumpkins (edible) • Local mushrooms (edible varieties) • Local cut herbs for cooking (basil, thyme, mint, etc.)

Basic FYI:

Check Values: \$4

What can be purchased: Fresh, local fruits and vegetables and culinary herbs

Can the farmer redeem tokens/checks for cash at the bank? Yes

How long does the farmer have to redeem the token/check? Dec 15

Must the farmer sign up for the program before accepting token/check? Yes

What may be sold at the Farmers Market

Products offered for sale must be grown, harvested, produced, and handled so as to insure the freshest, safest product possible. All products sold at HPG Farmers Market are subject to approval by the Market Manager and/or HPG Board.

• Fruits and Vegetables • Cider and Fruit Juices • Eggs • Honey & Honey Products • Maple Syrup & Maple Products • Cheese & Other Dairy Products • Meat & Poultry & Eggs • Baked Goods • Bedding Plants, Nursery Products & Cut Flowers All applicable regulations must be adhered to when selling at the Farmers Market.

Pricing

All produce and products for sale should be priced clearly and displayed in a manner that does not confuse or mislead the customer. Prices should be fair.

All applicable regulations

1. Vendors selling taxable items must display a valid NYS Certificate of Authority.
2. Vendors selling nursery and greenhouse crops must display a valid NYS Nursery license.
3. Vendors selling processed foods, prepared foods, and other perishable items shall do so in compliance with the requirements of the Health Department and the Department of Agriculture and Markets.
4. Vendors selling by weight must have scales approved by the County Department of Weights and Measures.
5. Vendors selling by volume must use standard size containers, such as pint, quart, etc.
6. All prepackaged items, such as baked goods, must be labeled in accordance with NYS labeling requirements.

Site Inspection

The Market Manager or advising agency has the right and responsibility to inspect a farm or business. Inspections will be made only with the owner present, unless permission is otherwise given.

Stall/Space Assignment

1. Stalls will be assigned by the Market Manager.
2. Sellers should notify the Market Manager if they know they are going to be absent.
3. For safety reasons, any vendor arriving after opening may be asked to set up on the periphery of the market.
4. Displays must remain within your vendor space.
5. Vehicles are not allowed on the grass at anytime without prior approve from the Market Manager.

Market Manager/Advising Agency Responsibilities:

1. Manage Market in accordance to the aforementioned rules and regulations.
2. Be present for onsite questions and concerns. Manager or Advising Agency representative is required to be on location during official market hours.
3. Collect and manage vendor fees in compliance with aforementioned rules and regulations.
4. Provide a safe and clean location for the farmers market.
5. Providing trash barrels for vendor convenience.
6. Ensuring that portable restrooms are available on site.

Vendor Rules and Responsibilities:

1. All vendors must complete and submit a Vendor Application which includes acceptance of the Market Rules and Regulations, and adherence to related governmental rules and permit/insurance requirements.
2. Required applications, permits, licenses, and fees must be complete before vendors will be allowed to participate in the market.
3. All vendors must display a sign in their stall clearly identifying the name of the vendor and their location (county or city). Other information, such as telephone number/ website may be included.
4. Vendors must provide their own table, chairs, signs, and refrigeration (if needed). (10 X 10 tents)
5. Assume electricity is not available unless prior agreement is made before the day of event. If electricity is available, vendors must supply their own extension cords and mats or tape to cover any portions of the cord that lie in any walking area used by market customers.
6. Vendors who require electricity to comply with health department requirements have priority over electrical uses not required to ensure product safety.
7. Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products.
8. Vendors providing samples of their products must comply with the rules governing market sanitation and health issues from the City of Hornell Health Department or other authorities.
9. Manufactured food products must meet City of Hornell Health Department requirements, including licensing and permitting rules.
10. Foods and food products produced by "Cottage Food Producers" may be sold at the Farmers Market pursuant to the rules and regulations established by the State of New York Department of Health.
11. All foods must be properly labeled. No un-labeled packaged or processed foods are allowed.
12. For information on the sale of manufactured canned or other processed foods contact the City of Hornell Health Department.
13. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
14. Vendors must supply all materials and containers for customer sales.
15. Artisans and vendors who offer unique and quality handmade or handcrafted work or products are welcome to perform or sell at the Farmers Market.
16. Vendors are responsible for obtaining a Sales Tax Number if required by the State of New York and collecting and paying any sales tax that may be assessed on their products. The vendor shall be responsible for filing any and all returns required by the State of New York with respect to sales tax collection. The HPG Farmers Market will not involve itself in collection, audit, or other related sales tax activities.

17. Trash must be placed in suitable containers. The market provides trash barrels for vendor convenience. No trash should be left in the market area.
18. Portable restrooms are available on site.
19. It is the responsibility of the prospective vendor to complete, sign, and return all required paperwork and fees. Incomplete packets will not be processed.
20. Vendors whose applications to participate are accepted should make every effort to attend the market on the days indicated on the vendor's application.
21. If an absence is unavoidable, vendors should notify the Market Manager as soon as possible. Consistency of attendance is required. This is to include agreeing to stay for the duration of the market, unless approved by the Market Manager.
22. Late arrivals are disruptive to other vendors and customers and reflect poorly on the market as a whole. All vendors must have their booths dismantled and their spaces cleared by one hour after the market closes.
23. All vendors must sign and return all parts of the application and Indemnity Agreement to the Market Manager with payment prior to attending a market.

NOTE:

1. Your permit to participate in the HPG Farmers Market is valid only for the area designated for that use. If you wish to participate in any other event, you must apply through the proper channels for the event and pay any vendor fees required for that event.
2. City of Hornell Health Department (607)324-8371.

Market Code of Conduct

Minimum expectations for all market vendors are that they be reliable, be set up to greet customers for the opening of market by 2:00 p.m., and keep a good, positive attitude for the duration of the market hours. Market vendors are expected to meet these expectations, in addition to complying with the market rules and regulations, to be allowed to continue to participate at the market. Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion from the market.

1. The market and immediate vicinity is a "Family Friendly" area and all are expected to act appropriately.
2. Vendors are required to wear shoes and shirts at all times. Vendors should wear clean clothing and present a professional appearance.
3. Vendors may not smoke in any vendor area.
4. Foul language, profanity, or other rude behavior is not permitted.
5. Possession of firearms or consumption of alcohol or use of drugs, or operating under the influence is not permitted and is grounds for permanent eviction from the market.

Adverse Weather

In the case of adverse weather the Market Manager will notify expected vendors of any cancelations or moving to our alternate location of 58 Broadway, Hornell NY. Note: any change to the location will be briefed by the Market Manager.

Grievance Procedure

1. All complaints must be addressed to the Market Manager. The advising agency may be asked to consult the Market Manager in a given situation.
2. The Market Manager will notify vendors in writing of any rule violations. Consequences may include warnings or termination of rights to sell at the market. All vendor complaints or grievances must be made in writing to the market manager; written response will be made within two weeks of receipt of the grievance.
3. These market rules may be revised at anytime, any change to the rules will be provided to all vendors.
4. Final decisions on any issues will be determined by the Market Manager. Any issues with the Market Manager will be addressed by the HPG Board.

HPG Farmers Market Rule's of Operations Acknowledgement

Vendor Business Name _____

Vendor Point of Contact Name _____

Vendor Phone Number _____

Vendor Email _____

By filling out/signing this letter you agree that you have **received, read, understood, and agree to all rules** as outlined in the HPG Farmers Market Rules of Operations packet.

Printed Name: _____ Signature: _____

Date: _____

HPG Farmers Market Vendor Application Form Page 1

Name: _____ Date: _____

Farm/Business Name: _____

Address: _____

Telephone: _____ Cell: _____ Texting Available? Yes _____ No _____

E-Mail: _____

Website: _____

Number of spaces requested: _____ Booth will require electricity: Yes _____ No _____

Preferred Method of Contact:

_____ Phone Call _____ Text _____ Email _____ Facebook Message

List ALL Products to be sold; if required add to separate sheet and file with application:

All Vendor's as applicable

Sales Tax # _____ Health Department # _____

Fire Permit # _____ Home Processing # _____

Agricultural & Market # _____

Agricultural Vendor

Farm Acreage: _____ # of acres in Pasture _____ # of acres in Greenhouse _____

of acres in Orchard _____ # of acres in Crops _____

Certificates to be provided as required,

_____ Certificate of Liability Insurance: Certificate Name: Hornell Partners for Growth, Address: 1 Steuben Square

_____ Health certificate _____ Rules agreement

_____ Other specific Certificate: _____

By signing this application, I agree that I have read the rules and regulations of the HPG Farmers Market and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application form unless an additional request is granted at a later date. I acknowledge full responsibility for all my actions and activities in the Market (and for those assisting me) throughout the term of this season's market.

I acknowledge the authority of the Hornell Partners for Growth Board to settle any disputes regarding product legitimacy, procedural and vendor conduct violations, including possible suspension or removal from the Market. Copies of all necessary licenses and applicable vendor application fees must accompany this application.

Name (Print) _____

Signature _____

Date: _____

Hornell Partners for Growth Farmers Market Vendor Application

Form Page 2

Please indicate your days of participation and return with our application.

_____ Summer Market Bundle of \$55.00

_____ Summer Market bundle of \$80.00 for Food Truck

_____ July 10th _____ July 17th _____ July 24th

_____ July 31st _____ August 7th _____ August 14th

_____ August 21st _____ August 28th _____ September 4th

_____ September 11th _____ September 18th _____ September 25th

Emergency Contact Information:

Primary Emergency Point of Contact: _____

Primary Emergency Phone Number: _____

Secondary Emergency Point of Contact: _____

Secondary Emergency Phone Number: _____

Return this application to

HPG Farmers Market
P.O. Box 467
Hornell, New York 14843

Make all checks/Money Orders out to: Hornell Partners for Growth

Indemnity Agreement

WHEREAS, _____, a vendor, charitable organization or other type of entity (User) desires to participate in the Hornell Farmers Market; and

WHEREAS, such organization meets the criteria for participation in the Hornell Farmers Market and agrees to obey the rules of the market and understands the nature of operating within the Hornell Farmers Market and their responsibilities as a Market Vendor or Participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the User agrees to indemnify, hold harmless and defend the Hornell Partners for Growth, its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of User's presence within the market area permitted by the City of Hornell conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or person participating in the event sponsored by the User.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of and be solely responsible for the safety of its officers, agents, employees, participants, visitors and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the City of Hornell shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors and participants.

It is further agreed with respect to the above indemnity, that the Hornell Partners for Growth and User will provide the other with prompt and timely notice of any incident in any way directly or indirectly, contingently or otherwise affected or which might affect the User or Hornell Partners for Growth.

User further agrees that this indemnity provision shall be considered as an additional remedy for the Hornell Partners for Growth and not as an exclusive remedy.

_____ (initial) As a vendor or participant, I understand that myself, my business/organization, my employees and affiliates are not covered by the Hornell Partners for Growth's insurance policy at any event that we participate in. I understand that if I want to be protected, I must obtain insurance. Hornell Partners for Growth strongly encourages all vendors and participants to obtain and provide a Certificate of Liability with Hornell Partners for Growth listed as the Certificate Holder and to provide this to the BID Manager before attending any event.

Business Name: _____

Printed Name: _____

Signature: _____

Date: _____

Phone Number: _____