





# Wyoming Ave. Farmers' Market Farmer's Agreement

This Farmer's Agreement is the complete understanding between the Wyoming Ave. Farmers' Market, LLC (d/b/a Wyoming Farmers' Market) (Market) and the Farmer (Vendor). Any modifications to this Agreement shall be null and void unless in writing and signed by both parties. Please read these rules and regulations carefully before signing below. Keep a copy for your records, as these rules are part of your space rental agreement. This contract incorporates the following documents:

- Application and Rental Request (previous two pages),
- Proof of commercial liability insurance identifying Wyoming Ave. Farmers' Market as an additional insured, labeled as Attachment A, and
- Farm Map showing farm boundaries, growing areas, crop locations, storage sheds, packing and processing facility locations, labeled as Attachment B.

Your application to the Market is not complete until we have all of the above documents along with your deposit. Incomplete applications will not be reviewed until all the materials listed above have been submitted.

Failure to observe these rules and regulations may result in charges, suspension, or termination of your space rental agreement. If Vendor has questions regarding these rules, please contact Wyoming Ave. Farmers' Market, LLC at Newsletter@WyomingAveFarmersMarket.com. We do not initiate business via telephone since the Market is run by volunteers and most of their available time is outside business hours.

## **Product and Sales Regulations**

1. Only local farmers, growers, cottage producers, family members, partners, or employees may sell at the Market. In order to be sold at the Market, products must be grown or produced by the principal farmer. Only those items listed on the farmer's application may be sold. Vendor must notify the Market in writing of any proposed changes before bringing previously unapproved items to the Market.
2. A Vendor is defined as a farmer, grower, harvester, employee, partner, or family member who is directly engaged in the growth, harvesting or production of the products sold. All Vendor's market staff must be identified on the application form. No brokers or re-sellers are permitted. No products obtained at any auctions may be sold.
3. In addition to agricultural, horticultural, and food items, the following non-edible products may be sold at the Market: Dried flowers, dried flower arrangements, gourds, body care products, and beeswax products. Materials must be found, grown, foraged, and/or produced by the Vendor on his/her farm or land.
4. GMO products, seeds, seedlings, or by-products MAY NOT be sold at the Market. If Vendor has a question about any product, please check with the Market Manager first.
5. The Market reserves the right to inspect or spot-visit any farm or establishment, with advance notice if possible, as necessary throughout the season. Visits will be made only with a Vendor representative present unless otherwise permitted. Failure to allow a timely inspection will constitute a violation of Market rules.

6. All produce or products labeled organic must be third-party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the Market.
7. The Market Manager will investigate any written or oral complaints filed with the Market concerning products offered for sale. Should a complaint be found valid, this may result in expulsion from the Market for the remainder of the selling season. In such cases, no refund will be made for the Market fees paid to date.
8. Value-added edible items (e.g., jams, sauces, baked-goods) must be produced from scratch ingredients by Vendor in their home or in a licensed facility according to local, state, and federal regulations.
9. All packaged items (wrapped, bottled, or canned) must be labeled with the Vendor's name, address, complete list of ingredients, and net weight in both US and metric forms. If Vendor has questions about labeling, check the Ohio Department of Agriculture, Food Safety website for specifics: [www.ohioagriculture.gov/divs/FoodSafety/foodsafety.aspx#tog](http://www.ohioagriculture.gov/divs/FoodSafety/foodsafety.aspx#tog)
10. The Market Manager(s) must approve products not specifically listed in these rules.
11. Produce offered for sale must be grown, harvested, and cared for post-harvest to ensure customers receive fresh, high-quality fruits and vegetables. Any produce that is of lesser quality, typically intended only for processing (e.g. for sauces or preserves) must be labeled as such. The Market Manager reserves the right to have Vendor remove poor quality produce from their sale table(s).

### **Priorities for Farmers' Market Spaces**

The Market's selection of applicants will attempt to provide a continuous and diverse selection of agricultural, horticultural, and cottage products for the patrons of the Market. If there are more vendors than available stalls, the Market, reserves the right to set priorities in order to maintain a desirable selection of products offered for sale.

### **Rules of Operation**

1. The Market Manager or his/her designees are responsible each Market day for space assignment, public safety, and the interpretation and enforcement of the Market's rules.
2. The Market **opens for business at 4:00 p.m.** on designated Market Days. **Vendors should arrive by 3:30 p.m.** and must be set up and ready to sell when the Market opens. Arrival and set-up after 4:00pm is not permitted unless previously arranged with the Market Manager. Moving vehicles in an open market is a safety hazard and will only be permitted as a rare exception. Habitual tardiness is not acceptable and may result in expulsion from the Market.
3. No selling will occur prior to the opening. However, Vendor may take orders from shoppers in advance of the market is permitted and hold product for their arrival.
4. Once your vehicle is parked in place, the motor must be turned off and kept off. Vendors are permitted to use a quiet generator, if necessary, with prior approval through the application process.
5. Prior to commencing sales, market prices for all items must be visibly posted. A sign identifying the name and location of the farm must be properly displayed. Each Vendor must have available his/her growing methods, as may be requested by patrons.
6. There is to be no reduction in prices over the course of the market day. No Vendor is permitted to sell after the close of the Market at 7:00 p.m.

7. Vendor shall operate their space in a safe and sanitary manner. Vendor must arrange tables and displays to present an attractive display. Vendors must keep their sales area clear of debris and keep edible products off the ground.
8. Vendor and Vendor's employees must dress and conduct themselves in a manner suitable for our location – a church parking lot. Cursing and suggestive clothing will not be tolerated. Any questions regarding what is suitable and what is not should be directed toward the Market Manager or a member of the Board.
9. There will be **NO SMOKING on Market property.**
10. Vendor must be courteous and honest at all times. Any disagreements with other Vendors, Market Managers, and/or customers must be brought to the attention of the Market Managers as soon as possible for resolution. Any dispute must be handled in a respectful manner. Failure to adhere to these principles may result in suspension or termination of Vendor's privilege to sell at the Market.
  - a. The use of online social media, including Facebook, LinkedIn, Twitter, blogs, or other social or online media, existing or created after the date of this agreement, to air grievances, vent frustrations, or resolve disputes is inappropriate and harms the reputation of the Market, Vendors, and other participants. Use of online social media to air grievances, vent or otherwise disparage other Vendors, Market Managers, or customers **will** result in suspension or termination of Vendor's privilege to sell at the Market.
  - b. Any vendor that has been suspended or terminated shall forfeit all prepaid rent.
11. Market space rental is \$200.00 per space for the full season running from May through October with a special Market day before Thanksgiving. Vendors must pay for the entire season in advance. Your invitation to participate in the Market is not effective until payment is received. Vendors may pay by check, money order, or cash, payable to: Wyoming Ave. Farmers' Market, LLC. Returned checks may result in additional charges and/or the reduction, suspension, or revocation of your Market space.
12. Vendors are individually responsible for conforming to all city, state, and federal laws including the securing of any licenses required in connection with the operation of your Market space. Non-consumable items are subject to sales tax. The Market Manager may remove products in violation of Wyoming Ave. Farmers' Market rules, or city, state, or federal law.
13. If Vendor sells products that are eligible for purchase with SNAP (USDA Supplemental Nutritional Assistance Program) and/or Produce Perks benefits, Vendor agrees to accept the appropriate tokens as payment for those eligible products, abide by the rules of the programs, and accept reimbursement for those sales from the Market via a bank-issued check. Vendor agrees that if SNAP or Produce Perks tokens are accepted for ineligible products that the Market will not reimburse Vendor for those sales. Tokens will typically be collected and tallied at the termination of each market, payments will typically be processed within two (2) days of the market, and bank checks will be delivered by US Mail to Vendor's above-identified address.
14. Vendor will indemnify and hold harmless Wyoming Ave. Farmers' Market, LLC, and its members and managers for, and will pay to Wyoming Ave. Farmers' Market, LLC the amount of any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees), arising, directly or indirectly, from or in connection with Vendor's acceptance of SNAP or Produce Perks tokens for ineligible products.
15. Scales must be inspected and sealed by the Ohio Department of Consumer Affairs and approved by your County Office of Weights and Measures. Unsealed or unregistered scales may be subject to confiscation by the County Inspector who typically inspects them at the beginning of the market season.
16. Vendors must clean their sales area and remove all refuse at the end of the Market day. If Vendor is selling readily consumable items, an approved waste receptacle for used wrappers, napkins, etc., must

- be provided. Failure by Vendor to clean his or her site will result in a \$25 fine payable to the Market within one week of being cited. Failure to pay the fine may result in expulsion from the Market.
17. If Vendor cannot attend the Market, notice must be given by noon of the prior Sunday to either the Market Manager or other previously arranged contact person.
  18. If Vendor is unable to attend Market, the Market may offer to sell your products on your behalf. This service is at the discretion of the Market and is provided to maintain current clientele.
  19. Communications between the Market and the Vendor will be handled through email whenever possible. Please ensure that the Market has your current email address and that the Market's email address is in your email contact file.
  20. Space assignments and rental agreements for the Market are not transferable. Space assignments are subject to change at the discretion of the Market Manager or his/her designees.
  21. If Vendor has employees selling for Vendors, please ensure that they understand all the rules of the Market.
  22. Vendor will indemnify and hold harmless Wyoming Ave. Farmers' Market, LLC, and its members and managers for, and will pay to Wyoming Ave. Farmers' Market, LLC the amount of any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees), arising, directly or indirectly, from or in connection with Vendor's display and sale of produce and other merchandise as a participant in Wyoming Ave. Farmers' Market. A copy proving liability insurance coverage and naming Wyoming Ave. Farmers' Market, LLC, as an additional insured is required with this contract.

I have read and understand these Rules and Regulations and I agree to abide by them.

\_\_\_\_\_  
Vendor's signature

\_\_\_\_\_  
Market Acceptance

\_\_\_\_\_  
Vendor's name – Please print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

Please return to:  
Wyoming Ave. Farmers' Market  
200 Mt. Pleasant Avenue  
Wyoming, OH 45215

Questions taken by: Penny Shore  
General Manager  
Newsletter@WyomingAveFarmersMarket.com