

**Harvest Market**  
**Presented by Hancock Harvest Council**  
**2009 Vendor Application and Rules**

As of 4/7/09

The following are rules for vendors who wish to participate in the Hancock Harvest Council Farmers' Markets and serves as your application to participate as a vendor during the 2009 season. The Harvest Market Committee reserves the right to make exceptions to these rules at its discretion on a case-by-case basis.

1. **PURPOSE**

The primary purpose of the Hancock Harvest Council Farmers' Market is to provide consumers an opportunity to purchase fresh, locally grown produce, meat, dairy and other food products from local producers.

2. **NAME**

The Farmers' Markets operated by the Hancock Harvest Council will be known as the **Harvest Markets**.

3. **MARKET LOCATION AND DATES**

(a) Location

- Hancock County 4H Fairgrounds.
- 620 N Apple Street, Greenfield

(b) Dates

- Saturday - beginning June 6 to October 10, 8 a.m. – noon  
\*Except on Saturday, June 27<sup>th</sup> – see note below regarding HHC Farm Tour
- Wednesday – beginning July 1 to October 7, 8am – noon

**\*\*No sales or pre-bagging before 8 a.m.\*\***

**\*\*No smoking in the vendor booths or in the parking lot of the market\*\***

4. **MARKET MASTER**

**The Market Master for the 2009 season is Dawn Lowe (765) 763-8702, cell (317) 847-6357.**

The Market Master will have authority over the operation of the Farmers' Market including vendor qualification and space assignment. All vendors must check in with the Market Master prior to setting up, including signing in with all required information and paying the appropriate space fee. Market Master will assign all vendor spaces. The Executive committee may resolve any disputes and consider appeals from the decisions of the Market Master.

5. **MARKET FEES**

\$100 for the Harvest Market Season Saturday Pass (June 6<sup>th</sup>- October 10<sup>th</sup>)

\$75 for the Harvest Market Season Wednesday Pass (July 1 – October 7)

OR

\$150 for Saturday and Wednesday Harvest Market Season Pass

OR

\$10 per day

Checks must be made out to the **Hancock Harvest Council**.

**\*\*The Harvest Market on Saturday, June 27<sup>th</sup> will be incorporated into the Harvest Council Farm Tour. You will be able to pick your farm to set up at. There were over 700 people to visit the farms last year. We will not be setting up at the Fairgrounds location this day.\*\***

6. **GOODS PERMITTED FOR SALE AT HARVEST MARKETS**

The primary purpose of the Harvest Market is for the offering for sale articles for human consumption such as locally grown or produced fruits, vegetables, vegetable and bedding plants, nursery stock, edible grains, nuts, berries, aviary products, maple sugars, syrups or articles such as flowers grown and offered for sale by the growers or producers, members of his family or by his employees.

Approved vendors agree to offer only superior quality produce and other goods at the Harvest Markets in strict accordance with all applicable laws and Harvest Market policies. Upon request of the Harvest Market Master, each vendor agrees to provide the name and contact information of the farm or other source of the produce or other goods offered for sale. This information will be kept confidential and will not be shared with other Harvest Market vendors. **All Items not grown by the vendor will have an 8.5X11 sign stating the name of the item, the name of the farm and the county the item was grown in. (example 1) All items must be grown/produce in Central Indiana. No product offered at the Harvest Markets shall be purchased at an auction.** Any vendor who is found to be buying and re-selling goods from auction may be asked to leave the market for the duration of the season.

The sale of eggs, cheese, meat, fish, poultry or refrigerated dairy products is permitted.

Processed food items which are permitted include: jellies, jams, preserves, dried vegetables, dried fruits, cider or other pressed juices, ice cream, vinegar, herb vinegar and baked goods. These processed food items must be prepared in a licensed facility in accordance with the Indiana law and sold in pre-packaged form. All vendors selling processed foods must prominently display their Board of Health certified kitchen licenses at their stand at all times. The sale of these food items requires proper labeling and must consist of the following: Name of Product / Location of Preparation / Description of Contents / Net Weight / Price. Please call the Hancock County Health Department at (317) 477-1125 with any questions.

**Final determination of this issue is at the discretion of the Market Master.**

## 7. **VENDOR TERMS**

- (a) Goods can be sold directly from vans, trucks (one ton or smaller) or cars. Vendors must furnish their own tables, chairs or other display arrangements. In case of inclement weather, vendors must furnish their own protection. If tents or umbrellas are used, please secure them properly, as you are responsible for any damage they may cause.
- (b) No shelter provided. Bring your own raincoat and hat.
- (c) Vendor shall not price their product below starting price to delete supply of product. The price you start with is the price you end with. Vendor pricing should consider quality and supply. It is suggested you check area prices.
- (d) Vendors must keep their produce in good condition. Low quality or dirty vegetables, fruit etc. should not be displayed or sold.

## 8. **VENDOR SIGNAGE**

All vendor booths must have an 8 1/2 x 11 sign stating their farm name. (Example 2) If the farm does not have a name, than the sign will state the vendor's name. The sign is to be displayed at all times the vendor is selling at the market. The sign will be provided to you by the Market Master. Please take care of the sign, you will only be provided one sign per season. If you need another sign, you will be charged \$10 for the replacement of the sign. You may use other signage to promote your farm/booth in addition to the sign provide to you.

## 9. **CERTIFIED HOMEGROWN PROGRAM**

This program is optional and has a \$20 fee. Checks made to the Hancock Harvest Council.

This program is to help our vendors and customers to assure that the produce offered for sale is not only local, but homegrown by the vendor they are purchasing it from.

- Fill out the Certified HomeGrown form and pay the fee
- The Harvest Market Committee will schedule a visit to your farm starting in June/July. (Can be earlier for meat and dairy.)
- You will show the committee the fruit and or vegetables you wish to have Certified HomeGrown.
- The Certified HomeGrown contract will be signed by you and the committee members present.
- You will be provided a laminated sign with the Certified HomeGrown logo, a list of items that qualify and your farm name. (Example 3)
- If you would like to add something to your Certified HomeGrown list, at any point in the season, contact the Market Master to schedule a visit. (a \$20 fee per visit applies)

10. **BUY FRESH BUY LOCAL**

You must be a current Buy Fresh Buy Local Member to display or use any of the Buy Fresh Buy Local signage or marketing tools. Membership in current Buy Fresh Buy Local is a separate membership. Please contact Barb Smith for information about membership.

11. **HEALTH AND SAFETY REQUIREMENTS AND REGULATIONS**

All items intended for human consumption must be kept at least 30 inches off the ground at all times, be under a tent or umbrella and be in a safe and sound condition. Vendors are responsible for any damages resulting from his sale of unsafe or unsound goods. No potentially hazardous foods should be sold. For reference, please call the Hancock County Health Department at (317) 477-1125.

Permits for consumable goods must be visible at the Market. All baked items must be produced in a licensed facility.

All items requiring immediate refrigeration must meet state, county and local health requirements, rules and regulations. Vendors are responsible for their own refrigeration source.

Vendors are responsible for complying with all applicable laws, regulations and ordinances pertaining to their products.

Scales and measuring devices must be legal and accurate.

12. **VENDOR CLEAN UP**

Failure to completely clean up assigned spaces and surrounding area may result in loss of vendor privileges.

13. **RESIDENCY OF VENDORS**

Vendors offering items for sale must have grown their produce and/or created and/or produced any and all other items and reside in Central Indiana.

14. **ELIGIBILITY OF VENDORS**

Any person who regularly and directly works in all stages of the cultivation, production, and harvesting of quality produce or other eligible goods may apply to become a Harvest Market vendor. Prior to participating in the Harvest Markets, all vendors must provide the Harvest Market Committee with copies of all State and local permits and licenses required for the operation of their vending business, a copy of the certificate of liability, described below

Harvest Market Committee reserves the right to deny any vendor application or revoke vendor privileges of any person for failure to provide all requisite paperwork or to comply with all applicable laws and Harvest Market policies, or on account of undesirable or suspect produce or other goods offer for sale, space considerations, or for any other reason or cause as determined by Harvest Market Committee at its discretion.

15. **COVENANT NOT TO SUE**

By participating in this Harvest Market, the vendor agrees not to institute any action or suit of law or inequity against the Harvest Market, its employees, volunteers, agents, officers, and designees as a result of action taken under this contract. The vendors will not aid in the institution or prosecution of any claims for damages, costs, loss of services, expenses or compensation for or on account of any damages, loss or injury to person or property resulting from the terms of vendor's participation in the Harvest Markets.

16. **INDEMNIFICATION**

The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge HHC employees, volunteers, agents, officers and designees from all actions, damages, liabilities and expenses, including reasonable attorney fees and court costs that may arise out of or as a result of the Vendor participating in the market.

17. **INSURANCE**

Vendor shall provide a certificate of liability insurance (example 4) for protection against damages in the event injury occurs at the Market or an injury is caused by their products and will maintain insurance for the duration they participate in the Market. The certificate of liability insurance must be on file with the Market Master prior to your booth assignment. The Certificate Holder should be Hancock Harvest Council, 802 N. Apple, Greenfield IN 46140.

18. **FARMERS' MARKET EXECUTIVE COMMITTEE**

The Harvest Market Executive Committee consists of the Market Master, president of the HHC, and the Purdue Extension Educator, ANR, for Hancock County. The Extension educator can provide current basic information about

production and marketing of many farm products along with contact information for appropriate regulatory agencies. The Extension ANR can be contacted at (317) 462-1113.

**19. THE HARVEST MARKET NUTRITION PROGRAM...AKA...THE WIC and SENIORS Program**

The FMNP provides participants in the WIC and Seniors program with checks to purchase locally grown fresh fruits and vegetables at local farmers' markets. Only fresh, unprocessed, locally grown fruits and vegetables are eligible for purchase with an FMNP. It will be the responsibility of individual vendors to make application to the same agency to be able to participate as an approved vendor for the purposes of this program and to be able to accept WIC and Senior vouchers.

The FMNP in Hancock County is administered by Amanda Hinkle (Hancock County WIC program), (317) 462-3552, and at the state level by Denise Giddens (Indiana State Department of Health), 1-800-522-0874 or FMNP@isdh.in.gov.

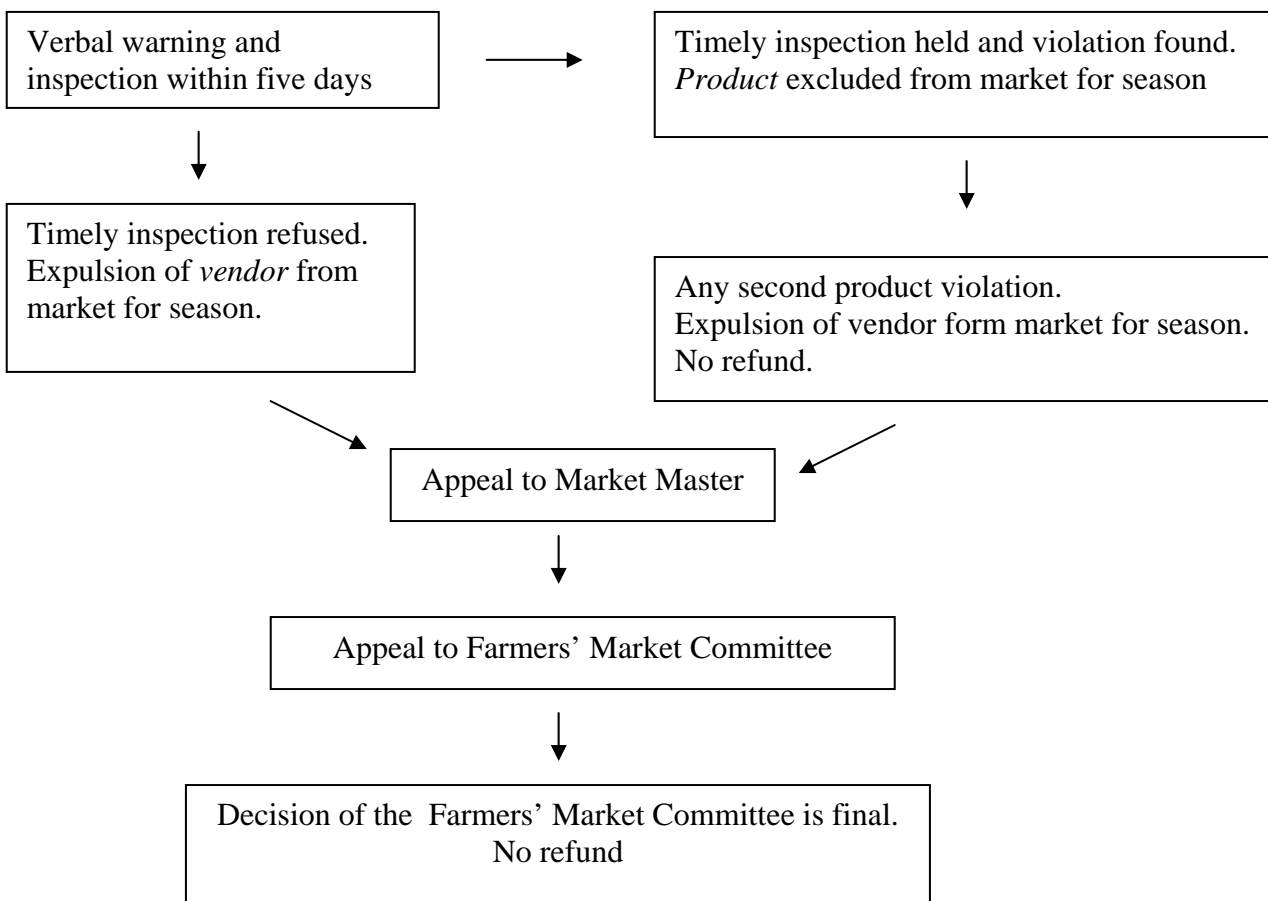
**20. VENDOR VIOLATION PROCEDURE**

**In the event that a vendor is found to be in violation of one or more of the above market rules the following process shall be observed.**

- Market rule violation
- Verbal warning issued by market master
- Written warning issued by market master
- Expulsion from market for season
- Appeal to farmers' market committee
- Decision of the committee is final

**21. MARKET PRODUCT VIOLATION**

**In the event that there is a question regarding a product being offered by a vendor the following process shall be observed.**



**VENDOR INFORMATION** Please write clearly

Farm Name \_\_\_\_\_ (this will appear on you vendor sign)

Farm Owners \_\_\_\_\_

Address of farm \_\_\_\_\_

Address of owners (if different than farm) \_\_\_\_\_

Phone number \_\_\_\_\_ Cell number \_\_\_\_\_

Email \_\_\_\_\_

Please list all the items you will sell at the Harvest Markets. We will use this for advertising purposes.

\_\_\_\_\_ \$100 for the Saturday Market Season Pass (June 6<sup>th</sup> - October 10<sup>th</sup>)

\_\_\_\_\_ \$75 for the Wednesday Market Season Pass (July 1 – October 2)

\_\_\_\_\_ \$150 for Saturday and Wednesday Harvest Market Season Pass

I will pay \$10 per day at the Market

Yes  No I would like to participate in the Certified HomeGrown Program for an additional \$20  
Date of scheduled visit \_\_\_\_\_ (TBD by Market Master)

Yes  No I am a current 2009 Member of the Hancock Harvest Council.

Yes  No I am a current 2009 Member of Buy Fresh Buy Local

**I acknowledge by my signature below that I have read the rules for the Harvest Markets and agree to abide by all of the terms and conditions.**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Date**

For Harvest Market Committee Use

Yes  No 2009 Certificate of Insurance on file

Yes  No Vendor Licence \_\_\_\_\_

Yes  No Vendor Licence \_\_\_\_\_

Yes  No 2009 HHC Member  Yes  No 2009 BFBL Member

Space Assignment

Saturday \_\_\_\_\_ Wednesday \_\_\_\_\_

**GENERAL INFORMATION**

\*The website for the Hancock Harvest Council is [www.hancockharvestcouncil.com](http://www.hancockharvestcouncil.com)

\*Community days for the Market will be June 13, July 11, August 8, September 12 and October 10

\*On Community days, we will be doing the Market Basket GiveAway to get email addresses for advertising the market. You will be asked to donate a small item from your booth to put into the basket. This is voluntary and very much appreciated.

Example 1

Zucchini  
John & Jane Doe  
Hancock County

# Brushwood Farm

Harvest Market Vendor



These items have been certified to be  
home grown by

Brushwood Farm

Pastured Chicken  
Pastured Eggs  
Pastured Turkey  
Apples

Spinach  
Zucchini  
Tomatoes

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MM/DD/YYYY) <b>6/16/2008</b>
PRODUCER <b>STEVEN A. SMITH AGENCY, INC.</b> 53 W. MAIN ST. PO BOX 436 NEW PALESTINE, IN 46163 (317) 861-6861	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: <b>INDIANA FARMERS</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR		10/11/07	10/11/08	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**DOWNTOWN MARKET LOCATION**

<b>CERTIFICATE HOLDER</b> HANCOCK HARVEST COUNCIL 802 N APPLE ST GREENFIELD, IN 46140	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>10</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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