



## – VENDOR NOTICE

Summer - 2009

The City of Bluffton and the Wells County Chamber of Commerce, in cooperation with the Wells County Farm Bureau and the Purdue Extension Service, are again planning a Craft and Farmer's Market in downtown Bluffton. The Market will be held at the Washington & Main Commons Parking Lot on **Saturday mornings from 8:00 a.m. to 12:00 Noon** and on **Wednesday Evenings from 5:00 p.m. to 8:00 p.m.** The 2009 market will run from May 2nd until October 10th. The fee for vendors is **\$40.00 per 10 feet space for the year.** Each additional 10 feet space will be **\$15**, up to a maximum of 5 spaces (\$100.) **Spaces are also available on a weekly basis, at \$5 per space per week.**

### **The following categories of items are permitted for sale:**

1. Grown/Collected by Vendor - Fruits, vegetables, dried and fresh herbs, spices, cultured mushrooms, plants, flowers, potpourri (not artificially scented), honey, maple syrup, unpopped popcorn, flour and ground grains are permitted for sale. **\*\*If produce is not homegrown – then the location where the produce or flowers are grown needs to be stated on prominent signage.**
2. Processed by Vendor - Processed food items (like jams, jellies, relishes, cider, canned meats, dried fruits and vegetables, salsa) and baked goods are permitted for sale.  
  
**\*\*Commercial Vendors intending to offer food items need to obtain a food permit from the Wells County Health Department – foods must be prepared in a “licensed and approved kitchen”.**  
**\*\*\*2009 - Indiana law now permits sale by private vendors of food which is processed in a private / home kitchen. Proper labeling is required. Contact the Health Dept. for info.**
3. Dairy products, eggs, flowers, dried flowers, herbs and homegrown potted plants are all acceptable. **(Egg sales require a license from the Indiana State Egg Board.)**
4. Craft Guidelines – All items must be original and handcrafted by the vendor locally.
5. Authentic Antiques – These must be authentic antiques – **NO FLEA MARKET ITEMS!** The antiques will be allowed or rejected at the discretion of the Farmers' Market Committee.

The Farmer's Market Committee reserves the right to verify that all goods are produced in Indiana by the Vendor unless stated on prominent signage. The Vendor must display legible price markers for goods offered for sale. The Bluffton Farmers' Market Committee reserves the right to reject any item the vendor has for sale.

INDIANA SALES TAX – Plants, crafts, and other non-food items sold in Indiana are subject to sales tax. Vendors need a Registered Retail Merchants Certificate and will need to sign a liability waiver.

If you are interested in participating in this year's Farmer's Market – contact:

**Bill Horan – Farmer's Market Coordinator - c/o Purdue Extension Service**  
**Phone: 260-824-6412      Email: [horan@purdue.edu](mailto:horan@purdue.edu)**

**Address:      Wells County Community Center (4-H Park)**  
**1240 S. 4-H Rd.**  
**Bluffton, IN 46714**

**BLUFFTON FARMERS' MARKET**  
**Farmers Contract**

I (we), the undersigned, have read and agree to comply with the Bluffton Farmer's Market (BFM) guidelines; and take personal responsibility for compliance with any state regulations regarding the sale of goods at the Market.

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Signature

Date

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Address

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City

State

Zip

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Farm Name

Phone#

Email:

I/We plan to be at the market all year - from May to October: YES NO

or I/We plan to be at the market the following weeks: \_\_\_\_\_

I/We will need \_\_\_\_\_ spaces when we are there (each is a 10 feet parking space.)

I/We plan to sell the following at the market: \_\_\_\_\_

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**Fee: Yearly = \$40.00 for first 10 feet space + \$15 for each additional space (max. 5)**  
**OR Weekly = \$5 per space per week.**

Make Checks payable to: Wells County Chamber of Commerce

Mail to: **Bill Horan – BFM Coordinator**  
**c/o Purdue Extension Service**  
**1240 S. 4-H Rd.**  
**Bluffton, IN 46714**

Bluffton Farmer's Market

RELEASE AGREEMENT

In consideration for the privilege of renting a booth and/or being allowed to participate in the Bluffton Farmer's Market, I, the undersigned (on my behalf and on the behalf of the organization for which I am executing the Waiver) hereby waive, release and discharge from any and all claims or liabilities for death, personal injury, property damage, theft or damage of any kind, whether or not attributable to the negligence of the City of Bluffton, the Bluffton Park Department, the Mayor of Bluffton, the Common Council of the City of Bluffton, the Bluffton Board of Public Works and Safety, the Wells County Chamber of Commerce, Purdue University, The Wells County Cooperative Extension Service, and any agents, volunteers, successors, assigns or employees of any of the foregoing which may arise by me or my organization in any way related to participation in the Bluffton Farmer's Market.

I hereby agree not to sue any of the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein.

A standard fee has been paid to the Chamber of Commerce, but this Release and Indemnification Agreement is given as a material inducement to the Chamber to enter into the rental agreement and is an essential an integral component of said Agreement.

I hereby affirm that I am eighteen (18) Years of age or older, that I have read this document and understand its contents and that I have authority to sign it on behalf of the following organization.

Date: \_\_\_\_\_ Organization \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_