



# 2020 SUGARCREEK TOWNSHIP FARMERS' MARKET VENDOR APPLICATION & AGREEMENT

Thank you for your interest in being a vendor at the Sugar Creek Township Farmers Market! Vendors must sell products grown or produced by the vendor and must hold ALL required permits, licenses, and insurance policies necessary for their business operation. In addition, all vendors must sign the Participation and Indemnity Agreement included in this application, releasing Sugar Creek Township and Lofino Properties LLC from ANY liability, and sign the Market Rules Acknowledgement also included in this application.

Questions may be directed to the Market Manager, Courtney Shuttleworth, at 937.848.8426 or [cshuttleworth@sugarcreekoh.us](mailto:cshuttleworth@sugarcreekoh.us)

## CONTACT INFORMATION

Farm / Business Name: \_\_\_\_\_

Name of Owner or Proprietor: \_\_\_\_\_

Names of family members, employees, or agents who may sell for you: \_\_\_\_\_

Address Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Secondary Phone Number: \_\_\_\_\_  
Please Check: Cell  Home  Office  Please Check: Cell  Home  Office

Check Preferred Contact Method:  Cell  Home  Office  Email

## BUSINESS DETAILS

Primary Products: Please check all that apply

- |  |   |                                |   |
|--|---|--------------------------------|---|
| <input type="checkbox"/> Fruits / Vegetables | <input type="checkbox"/> Meat                                 | <input type="checkbox"/> Dairy | <input type="checkbox"/> Prepared Foods   |
| <input type="checkbox"/> Non- Food Items     | <input type="checkbox"/> Eggs                                 | <input type="checkbox"/> Herbs | <input type="checkbox"/> Nursery Products |
| <input type="checkbox"/> Baked Goods         | <input type="checkbox"/> Other (Please specify on line below) |                                |   |

List your value-added or nonfood products such as baked goods, prepared foods, non-food items, etc. \_\_\_\_\_

Farmer's Growing Practices: Check all that apply. Please refer to the following website for definitions: [www.ams.usda.gov/nop/nop/standards.html](http://www.ams.usda.gov/nop/nop/standards.html)

- |  |                                       |  |
|--|---------------------------------------|--|
| <input type="checkbox"/> Free of synthetic chemicals   | <input type="checkbox"/> Conventional | <input type="checkbox"/> Certified Organic (Please include a copy of certificate with application) |
| <input type="checkbox"/> Sustainable / naturally grown | <input type="checkbox"/> Hydroponic   |  |

## MARKET PAYMENT AND CERTIFICATE OF LIABILITY

ALL VENDORS MUST ACQUIRE AND SUBMIT A CERTIFICATE OF LIABILITY INSURANCE - INFORMATION ON PAGE 3

- I am electing to pay the Vendor Participation Fee **up front**. My check for **\$200**, payable to Sugar Creek Township, is attached.
- I am electing to pay the Vendor Participation Fee on a **per Market basis**. I understand that this **\$10 per market** fee must be paid prior to set-up and that cash cannot be accepted. Checks will be made out to Sugar Creek Township.

# LICENSING REQUIREMENT

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It is the responsibility of the vendor to obtain all licenses and permits required for the operation of their business and to ensure those licenses and permits are current. These may include food manufacturer licenses, food manager certifications, nursery permits, organic certifications, dairy permits, mobile food licenses, sales tax permits, scale certifications, and any other licenses and permits necessary and required for the operation of your business. Oversight of such licensure and permitting is performed by the Greene County Auditor's Office and the Greene County Health District. Representatives from either division will periodically be present throughout the selling season.

## PARTICIPATION AND INDEMNITY AGREEMENT

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The applying vendor understands the fee for participating in the Sugarcreek Township Farmers' market may be paid annually up front for \$200 or on a per market basis at \$10 per market. The market fees cover costs for the entire summer market & the following winter market. Vendors electing to pay up front should include a check with this completed agreement made out to Sugarcreek Township. Vendors are responsible for their own permits and licensing. Vendors are responsible for the quality and safety of what they sell; the Sugarcreek Township Farmers Market is alleviated of any liability originating from products sold at the market. Vendors signing this Participation and Indemnity Agreement will hold the Sugarcreek Township Board of Trustees and its designated officials or heirs, Lofino Properties, LLC, and its designated officials or heirs, harmless of any and all liability that could or may happen as a result of participation in the Sugarcreek Township Farmers Market.

**Vendor Representative Signature:** \_\_\_\_\_

**Printed Name of Vendor Representative:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## MARKET RULES

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### I. Introduction/Mission

The main goals of the market include:

- Promoting the sustainable production, marketing, and consumption of local agricultural products in season
- Educating the community about local growing conditions and food crops as well as sustainable and organic growing practices
- Strengthening the local economy by redirecting consumers' food dollars to local growers and producers
- Advocate local, small, food-based businesses
- Providing a community gathering place and fostering a sense of community

### II. Goods and Pricing

1. Vendors participating in the market shall grow and/or prepare their produced goods. Only high quality, homegrown produce and products will be accepted. Re-sale of auctioned or wholesale produce is not permitted.
2. All food products sold shall be in accordance with the definition of "cottage foods production operation" as defined in Chapter 3715 of the Ohio Revised Code.
3. Each Vendor is required to have proper licensing and permits appropriate to their products. Contact the Greene County Combined Health District at 937-374-5600 for proper licensing. Scales must be certified by the Greene County Auditor (937-562-5626).
4. The term "organic" shall not be used without certification under USDA NOP rules. Giving any false information regarding the products being sold is strictly forbidden.
5. Vendors must clearly display product prices.
6. Vendors must comply with all Ohio Department of Agriculture regulations.

### III. Schedule & Display Requirements

1. The 2020 Summer Farmers' Market hours shall be from 3:00 p.m. to 7:00 p.m. on Fridays commencing on May 15, 2020, and ending on November 20, 2020. The 2020 Winter Farmers' market hours shall be from 3:00 pm to 5:00 pm on the third Friday of each month commencing on December 18, 2020 an ending on April 16, 2021.
  2. Vendors should set up weekly rain or shine. Exceptions may be granted by the Market Manager on a case by case basis. Vendors must arrive no later than one half hour before Market opening time in order to be prepared for business when the Market opens. Vendors shall not set-up earlier than 2:00 p.m. on Market day. The Market Manager or designee will be onsite at 2:00 p.m. to assign vendor stall spaces and collect market fees. Vendor stall spaces shall be allocated and defined by the Market Manager. Attempts will be made to give vendors with consistent attendance records the same stall space every week. Stall assignments will be at the sole discretion of the Market Manager or designee in order to achieve diversity of product and for the overall good of the Market.
  3. The Market will take place in the parking lot at 6124 Wilmington Pike (see attached map). Market location is shown in green.
- (Continued on Page 3)

# MARKET RULES Continued

Continued from Page 2

4. Vendors must provide clean and safe tables, baskets, or stands to display products. There will be no sales from the surfaces of pick-up trucks or other vehicles. Vendors must maintain their area in a neat and tidy condition and must leave the premises within one hour of Market closing, leaving behind no trash or debris.
5. Tents or canopies must be properly secured by weights on each leg of the tent or canopy. Tents must not be secured to the display table. The use of trailers to display and sell goods must be pre-approved by the Market Manager prior to set up and use, and will be approved on a case-by-case basis.
6. Vendor space is limited. The Sugarcreek Township Farmers Market reserves the right to approve/disapprove and/or dismiss vendors upon time of application or at any time during the Farmers Market season when its sole judgment is that the vendor no longer meets the needs of the Market. Decisions will be based on diversity of product and factors related to overall Market success.

## IV. General Vendor Responsibilities

1. **Vendors shall carry liability insurance indemnifying Sugarcreek Township and Lofino Properties, LLC against any claims of liability and naming each as an "additional insured." A copy of a Certificate of Liability Insurance must be provided prior to actively selling at the market.**
2. Vendors must advise the Market Manager in advance of any inability to attend a Market date.
3. Vendors assume responsibility for any injury to other Vendors or their property or to any Market attendee or attendee's property caused by Vendor's actions or inactions.
4. Vendors shall demonstrate respect for all Market members (Vendors, Market attendees, Township officials, and property owners) by engaging in open and truthful communications of all matters to all appropriate members.
5. Vendors must pay the Vendor Participation Fee either up front (\$200) or on a per market basis (\$10 per market). Cash cannot be accepted. Checks must be made out to Sugarcreek Township. Vendors electing to pay on a per market basis must pay the fee prior to set-up.

## V. Exclusions

1. In the case of baked goods, vendors shall be required to comply with all Federal, State, and Local requirements concerning the labeling and packaging of such products.
2. The Sugarcreek Township Farmers' Market reserves the right to approve and/or reject vendor applications. Vendor applications will be accepted on a case-by-case basis and approvals given in an effort to maintain the highest quality and variety of products. The Sugarcreek Township Farmers Market reserves the right to visit the growing/producing sites of potential/existing vendors at any time.

## VI. Definitions

**"Market Manager"** is understood to mean the person designated by Sugarcreek Township to supervise operations of the Sugarcreek Township Farmers Market. Responsibilities include but are not limited to the following:

- Review and maintain current vendor applications, record attendance, and collect Vendor Participation Fees.
- Ensure products for sale comply with stated requirements.
- Serve as liaison for Vendors to Sugarcreek Township, exercise the authority to deny any Vendor the privilege to sell at the Market site should Vendor break Market rules or regulations.
- Enforce Market hours and direct vendor setup and ensure cleanup and sanitation of site.

**"Produced"** is understood to mean:

- Vegetables, fruits, flowers, and herbs: they are grown by the vendor with the vendor's material participation in the agricultural process.
- Baked goods, breads, cookies, cakes, pies, etc.: items that are made by the vendor offering them for sale
- Meat and poultry products: the animals whose products are being sold were raised by the vendor
- Honey: the hives are tended by the vendor
- Agricultural based crafts: items being sold were made, built, or otherwise constructed by the vendor and comprise by weight over 75% agricultural products grown or produced by the vendor.

**"Vendor"** is understood to mean the principal or principals who have entered into the Sugarcreek Township Farmers Market Agreement, and their families and/or employees who materially contribute to the growing, production or sale of the vendor's items offered for sale.

Growers are expected to sell their produce in accordance with the high business standards as outlined above. Failure to do so violates the terms of this agreement and is grounds for expulsion from the Market.

**THE UNDERSIGNED VENDOR HAS READ AND AGREES TO THE SUGARCREEK TOWNSHIP FARMERS' MARKET RULES.**

**Vendor Representative Signature:** \_\_\_\_\_

**Printed Name of Vendor Representative:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

**Date:** \_\_\_\_\_