

# 2015 West Lafayette Farmers Market (WLFM)

## Guidelines for Participants

The spirit of West Lafayette's Farmers Market is one of community, support, and fun. We value developing a sense of shared community where we all respect others and enjoy our time together, encouraging and supporting the local farms and businesses that join us, and creating a Market experience that is enjoyable for all who are part of it.

Please join us for the Market season, starting the first Wednesday in May through the last Wednesday of October, 3:30-7:00 pm, and for a special Market Day the Wednesday before Thanksgiving, 3:00-5:00 pm.

### MARKET ADMINISTRATION

#### **Market Sponsor**

- City of West Lafayette, IN.

#### **Market Master**

- Contracted by the Market Sponsor to serve as the representative and day-to-day manager of the WLFM.
- Sets participation fees and determines Market policies.
- Determines vendor participation in the market, enforces the WLFM's vendor contract, rules and regulations, and helps to resolve any disputes that arise within the market.

#### **Market Advisory Committee**

- Advises the Market Master on operational and policy matters.
- Composed of the following individuals:
  - ✓ Market Master and Assistant Market Master
  - ✓ Superintendent of Parks and Recreation Department
  - ✓ 2 city staff members, appointed by the Superintendent
  - ✓ 1 volunteer, appointed by the Market Master
  - ✓ 3 customer representatives, appointed by the Market Master
  - ✓ 3 vendor representatives, elected.

### TYPES OF VENDORS AND REQUIREMENTS

- **Grown/collected goods vendor:** Includes, but is not limited to fruits, vegetables, dried and fresh herbs, spices, seeds, cultured mushrooms, plants, flowers, potpourri, honey, maple syrup, eggs, un-popped popcorn, flour, and ground grains are permitted for sale.
  - ✓ Seventy percent (70%) of these goods must be local and vendor-produced. Local is defined as produced within a 100 mile radius of the WLFM.
  - ✓ Container plants must either be propagated by the vendor or grown to maturity for a minimum of six weeks.
- **Grown/processed goods vendor:** Processed food items made from items grown/processed by the vendor, including but not limited to baked goods, spices, jams, jellies, frozen fruits,

relishes, cider, dried fruits and vegetables, salsa, frozen/preserved meat (beef, pork, poultry, rabbit, goat, lamb, or other meats), and dairy products, are permitted for sale.

- ✓ 50% of any processed good by volume must be local and vendor produced as defined above.
- **Grown/crafted goods vendor:** Items grown and crafted into a product such as natural beeswax items composed of wax from the vendor's apiary, including candles, may be sold.
  - ✓ Seventy percent (70%) of these goods must be local and vendor-produced. Local is defined as produced within a 100 mile radius of the WLFM.
- **Prepared food vendor**— Preparing and selling food at the Market is permitted but prior approval must be given by the Market Master.
  - ✓ Preference will be given to items that are local, vendor produced and original in character. Franchise or corporate produced items are typically not considered appropriate.
  - ✓ Vendors may be required to submit the recipe for a processed food item to the Market Master for verification that it meets these guidelines.
- **Market wine vendor:** A licensed Indiana winery (referred to as a Market Wine Vendor) may sell wines it has produced in the State of Indiana (regardless of source of raw materials). "Produced in the State of Indiana" shall mean that the wine was fermented and bottled within the boundaries of the State of Indiana.
  - ✓ Market wine vendors must obtain the necessary permits and/or licenses from the State of Indiana to sell wines and follow all rules, ordinances, regulations, and laws of the City of West Lafayette and the State of Indiana.
  - ✓ Market wine vendors also must maintain a Certificate of General Liability Insurance that names the City of West Lafayette and the West Lafayette Board of Parks and Recreation as additional insured. Said policy shall have limits of:

▪ Each Occurrence	\$1,000,000
▪ Products/Completed Operations Aggregate	\$2,000,000
▪ General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
▪ Personal & Advertising Injury Liability	\$1,000,000
  - ✓ Market wine vendors may provide wine samples at the Market, shall not serve wine to any member of the public who appears to be intoxicated, and shall not allow any member of the public to become intoxicated through their provision of wine.
- **Arts and crafts vendor:**
  - ✓ All items must be original and handcrafted by the vendor.
  - ✓ To register an item, art and craft vendors must submit representative samples of each different type of art and/or craft item for approval by a jury appointed by the Market Master. Items approved for sale at the Market in previous years do not need to be reviewed and approved again.
  - ✓ Items are reviewed for originality, quality, artistic competence, and compliance with the WLFM guidelines.
  - ✓ Items must be safe, have a reasonable life expectancy, and exhibit quality
  - ✓ of craftsmanship;
  - ✓ Unacceptable items include, but are not limited to, items made from kits or commercial plans, items made from molds not created by the vendor, items in which a commercially made piece is central to the design, and items made in a production studio.

## **JOINING THE WLFM**

### **Eligibility to be a vendor**

- A potential vendor is a person who regularly and directly works in the cultivation, production, harvest/gathering, or crafting of permitted goods, as defined in this contract.
- A vendor may be the actual producing individual, an immediate family member, or the staff or employee of the producing individual's farm or business.

### **How to apply**

- Read and understand these guidelines.
- Agree to abide by these guidelines and all applicable federal, state, and local laws and ordinances.
- Complete and submit the WLFM Vendor Contract.

### **Vendor selection**

- The Market Master selects vendors.
- When selecting vendors, emphasis is placed on the timeliness of the vendor's application, the applicant's prior participation in the Market, the quality of products and services offered by the vendor, and balancing the diversity of the types of vendors who will compose the Market.

## **GENERAL MARKET OPERATIONS**

### **Vendor registration to Sell**

- Each vendor must have a valid contract (see attached contract) and have paid all applicable participation fees before selling any goods at the Market.
- Valid contracts must in effect at least five days prior to the date of the Market at which the vendor desires to participate.

### **Assignment of vendor spaces**

- The Market Sponsors first designate each vendor as a "Regular" or "Seasonal" vendor. Regular vendors are individuals who participated consistently in the market the previous year, attending at least eighteen (18) of the market days held that year. Seasonal vendors are individuals who did not participate consistently the previous year, either attending less than eighteen (18) of the market days or being a new vendor, participating in their first year.
- Regular vendors have first choice of their vendor space at the market and collaborate with the Market Master to choose their preferred space. Years of consistent participation are taken into account when determining the order in which the regular vendors choose their space. Seasonal vendors are assigned a space upon arriving at the market each week. This space will change throughout the season.
- Vendors who participate in the market will pay an \$85.00 fee for the season for each vendor space they occupy. A vendor space is 10' wide by 12' deep. Space permitting, vendors may secure additional vendor spaces by paying additional fees. Once paid, vendor space fees cannot be refunded.

### **Market location and schedule**

- The WLFM is located off Salisbury Street in the north parking lot at Cumberland Park, West Lafayette, IN.

- The market opens on Wednesdays from May through October with an optional market day held the Wednesday before Thanksgiving.
- When open, market hours are from 3:30pm until 7:00pm.
- If a market day must be cancelled due to inclement weather, or other emergency, vendors will be contacted as soon as possible.
- The Market Sponsors reserve the right to alter the market schedule if conflicts regarding the use of the market site develop.

### **Vendors set up and tear down**

- The Market Master and staff will be on site and help coordinate these processes. For safety and efficiency, vendors are asked to cooperate with the staff. Any special needs by a vendor should be made known to the Market Master as soon as possible.
- Regular vendors may begin setting up their stands two (2) hours before the opening of the market, typically at 1:30 pm. Regular vendors are asked to have all their vehicles out of the market area by 2:15pm to make way for the seasonal vendors.
- Seasonal vendors may set up beginning one (1) hour before market opening, typically at 2:30pm, and are asked to have their vehicles out of the market area by 3:15pm.
- Vendors arriving after 3:00pm will not be able to drive into the market to unload and will have to carry in their items instead.
- Vendors are expected to remain open at the market until closing time. Tear down of stands should not start before the closing time.
- Vendors must vacate the premise by 8:00pm. This includes the removal of all personal items, compost, trash and equipment. Vendors must clean litter and debris before leaving, or be subject to fine under the West Lafayette Municipal Code and expulsion from further Market participation.

### **Running a vendor stand**

- Edibles: All items intended for human consumption must comply with current health department standards and regulations.
- Documentation: Vendors must be able to provide documentation of all necessary permits, licenses, and approvals.
- Opening sales: On market day, sales are not to begin until the Market opening bell is rung. This procedure gives all vendors a predictable time frame for planning and executing set up, maintains a fair competitive environment by opening and closing sales for ALL vendors at the same time, and discourages customers from entering the market area during set up when moving vehicles and equipment create possible safety hazards. Please, do not begin sales before the opening bell.
- Equipment: Each vendor must supply all required equipment for operating.
- Tents: If a tent/shelter is used, weights to anchor the tent/shelter are required; wind is often an issue at the WLFM.
- Scales: If selling goods by weight, the vendor must supply a legal produce scale, which is subject to periodic inspections by the Tippecanoe County Department of Weights and Measures.
- Labelling: Vendors must label items they are selling with the item name, item price, and an identification of any items not locally produced, as defined above.
- Signage: All vendors are required to display a sign, no smaller than 2'X1', with their business name.

- Pets: No pets allowed in vendor spaces per health department regulations.
- Sales tax: Plants, crafts, and other non-food items sold in IN are subject to sales tax. Vendors should apply for a Registered Merchants Certificate through the regional IN Department of Revenue office, 100 Executive Drive, Lafayette, IN, 765-448-6626.
- Receipts: Vendors must be prepared to issue receipts if requested.
- Damages: Vendors are solely responsible for damages or personal injury resulting from the operation of their stand.

## **MAINTAINING STANDARDS AT THE WLFM**

### **Quality and Fairness**

- The WLFM aspires to having a market that brings high-quality products, services, procedures and outcomes to our customers, vendors, and the staff who support it. All of us are tasked with working toward this goal.
- The Market also aspires to having procedures and outcomes that are fair to all parties. This requires careful attention to standards and procedures by all of us and a spirit of cooperation in conducting the Market's business.
- These two aims may require, in some instances, the Market Master to seek information from you about your procedures or products. We ask that you cooperate with such efforts.

### **Noncompliance with WLFM guidelines**

- Our experience tells us that our vendors comply with the spirit and letter of the Market guidelines the vast majority of the time. Such cooperation benefits all of us. Noncompliance can occur, however, and the Market Master is responsible for handling it.
- The Market Master monitors ongoing operations at the market to ensure the Market guidelines are being followed and that fair and sound business practices are being used.
- The Market Master is responsible for ensuring that items for sale are being produced as represented by the vendor and within these guidelines. To this end, the Market Master may ask to conduct an inspection at a vendor's property. If the Market Master determines after the inspection that there is a reasonable likelihood that the vendor did not produce the goods for sale at the Market as represented, the Market Master may, at their sole discretion, declare the vendor is not in compliance and seek a resolution of this noncompliance. Failure of the vendor to allow said inspection shall be considered noncompliance. By signing the WLFM Vendor Contract, the vendor hereby authorizes the Market Master to conduct such an inspection if needed.
- If a vendor does not comply with the guidelines and spirit of the WLFM, the Market Master may terminate the contract with that vendor and ask him/her to vacate the market. In such a case, the vendor, by contract, agrees to remove personal equipment, clean the area, and vacate the Market premises immediately.
- Upon noncompliance and notice, the Market Master shall retain, as liquidated damages and not as a penalty, any participation fees paid by the vendor.

### **Grievance procedures**

- Our goal is to communicate often and openly. If you have any concerns, talk with the parties involved and seek common ground before concerns become a grievance. If you have a grievance, however, please follow the process outlined below.
- Any party, or parties, with a grievance should first meet with the Market Master to discuss these matters and seek a resolution.

- If resolution cannot be found in discussions with the Market Masters, all parties should bring the matters to the Market Advisory Committee for discussion and resolution.
- If resolution is still not forthcoming, all parties should bring the matters to the Superintendent of Parks and Recreation for the City of West Lafayette for discussion and resolution.

#### **Covenant Not to Sue**

- By contract, the vendor will not institute any action or suit at law or in equity against the City of West Lafayette and its agents and employees; or the Market Master as a result of operations under this contract.
- Similarly, the vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss, or injury to person or property as a result of operation under this contract.

#### **Indemnification**

- By contract, the vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of West Lafayette and its agents and employees; and the Market Master for all bodily and personal injury, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of West Lafayette and its agents and employees; or the Market Master.

**2015 West Lafayette Farmers Market (WLFM)  
Vendor Contract**

This contract is effective upon execution by the City of West Lafayette

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Vendor**

Vendor requests \_\_\_\_\_ vendor spaces for a total 2015 Market Season Participation Fee of \$\_\_\_\_\_ (**\$85.00** per vendor space).

Vendor desires to sell (any item the Vendor desires to sell at the Market **MUST** be listed. (Attach pages if needed):

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(Note: Art and craft vendors **MUST** submit representative samples or photos of each different type of art and/or craft item to the Market Master for approval by the Market Sponsors.)

Vendor agrees to comply with the spirit and guidelines of the West Lafayette Farmers Market Guidelines.

Vendor Name:

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Mailing Address:

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Telephone Number: \_\_\_\_\_

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

Addresses of Farm/Production Facility and Leased Property:

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**I affirm under the penalties for perjury that the foregoing statements are true and correct.**

Vendor Signature: \_\_\_\_\_

Printed Vendor Name: \_\_\_\_\_

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

*Vendor's merchandise list is approved as indicated above for inclusion in the 2015 West Lafayette Farmers Market as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.*

**Market Master, on behalf of the City of West Lafayette**

Signature: \_\_\_\_\_

*Receipt of above-indicated Participation Fee is acknowledged and approval of this Contract is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.*

**West Lafayette Parks and Recreation**

Signature: \_\_\_\_\_