



RULES & REGULATIONS - 2018 SEASON

The purpose of the Woodstock Farm Festival is to promote New York State agriculture and sustainable communities by offering a farmers' market, a showcase of local businesses, an outdoor dining area with free live music and special events all season long. The event is located in the H. Houst & Son Hardware Parking Lot and in the adjacent Mower's Field on Maple Lane in Woodstock, NY.

1. General:

Vendors agree to read these rules and regulations carefully before agreeing to and signing. Vendors agree to keep a copy of these rules and regulations for their records. Failure to observe these rules and regulations may result in suspension or termination of Event privileges. For further clarification of these rules and regulations, contact the Woodstock Farm Festival Manager before signing.

2. Duties of the Woodstock Farm Festival (WFM):

(The abbreviation WFM will be used to avoid confusion with Woodstock Film Festival which uses WFF)
The duties of the WFM Committee and management include, but are not limited to, the following:
Adopt, amend and enforce the Rules & Regulations of the WFM;
assure the orderly and efficient operation of the event; establish criteria for both vendor selection and product selection to ensure a sustainable product mix; establish and collect all vendor fees and dues;
determine operational schedule, size and location of the markets; develop an operating budget and raise the necessary funds to support the operating budget; establish and conduct an advertising and marketing program and perform farm/business inspections as necessary.

2A. WFM Site Manager(s):

The duties of the WFM Site Manager(s) include the following:
assure the orderly, safe and efficient operation of WFM; enforce the Rules and Regulations of WFM; set up safety barricades and signage: assign market spaces to vendors at the beginning of each event day; perform booth inspections to enforce vendor Product Agreements; inform the Business Manager of all problems or concerns which may arise from either vendors or customers; ensure complete clean-up of the site at the end of the day.

3. Operating Schedule:

The official WFM operating schedule for the 2018 season is as follows:
Wednesdays 3:30pm- dusk (please note that market times will become shorter as we move into fall)
May 30th-October 17th, 2018 (* attendance after Labor Day is optional but must be declared with application)

Vendors are asked not to serve customers before the 3:30pm start time to ensure that all vendors are set up and the site is safe. Because the closing time varies throughout the season, the market manager will announce the closing time each market. Vendors are asked not to sell after this time to again ensure the safety of all on the site.

4. Vendor Selection:

The purpose of the WFM is to promote New York State agriculture by providing a venue for local farmers to sell what they grow and for local producers to sell what they produce using New York State agricultural Products. Vendor selection is limited by product category to insure a sustainable mix of products in the market.

Becoming a vendor in the WFM is a prerequisite to selling any product. Unauthorized solicitation is strictly prohibited. Vendors are only allowed to sell those items that have been approved on their Product Agreement forms for that season. Application to become a vendor shall be made annually.

Vendors are required to complete and submit the following forms:

1. Application / Product Agreement Form
2. Hold Harmless and Rules & Regulations Agreement
3. Annual membership dues of \$25.00
4. All applicable state and local licenses.
5. Certificate of insurance for one million dollars in general liability coverage listing the following as additional insured as their interest appears:
 - Woodstock Farm Festival, PO Box 607, Woodstock, NY, 12498
 - Town of Woodstock, 45 Comeau Drive, Woodstock, NY 12498
 - H. Houst & Son Hardware, 4 Mill Hill Rd, Woodstock, NY 12498
 - John & Janine Mower, Maple Lane Vacant Lot, Woodstock, NY 12498

Vendors requesting to sell the following items using *New York State grown, raised or foraged ingredients* are invited to apply to the WFM: Vegetables, fruit, grains, dairy products, meats, fish, poultry, game, eggs, mushrooms, maple products, honey, herbs, plants, flowers, cheese, wine, fruit juice, cider, jams, pickles, baked goods, processed and prepared foods.

Vendors wishing to sell crafts such as soap, wool products, bee products and other agriculturally related items will also be considered when these items are created using *New York State grown, raised or foraged products*. An exception to the local rule will be made for vendors wishing to sell locally produced bread.

Craft, art and all other vendors that do not meet the above criteria are encouraged to participate and should apply to be a vendor at the adjacent Mower's Flea Market portion of the event. Please contact John Mower directly at: 845 679-6744 or woodstockfleamarket@hvc.rr.com

5. WFM Attendance:

The WFM will operate on a 'rain or shine' basis. Vendors are required to attend all dates from May 30th - August 29th, 2018 unless a prior arrangement has been made or unless WFM has been officially cancelled due to extreme weather conditions. Participation for the dates after Labor Day, September 5th until October 17th is optional but must be declared with application. Mower's Field may close for rain or muddy conditions. In such event, space will be made for those vendors in the Houst Lot.

In the event that a vendor cannot attend a market day, the vendor shall notify the Manager as soon as possible and no later than 3 hours prior to the event start time. Failure to inform the Manager of non-attendance will result in an unauthorized absence. After three unauthorized absences by a vendor, WFM reserves the right to terminate the vendor.

Vendors should contact the Manager in the event of extreme weather conditions to check if the event has been cancelled.

6. WFM Vendor Payment:

6A. Annual Dues:

WFM Vendors shall pay annual membership dues of \$25.00.

6B. Booth Fees:

Booth fees must be received and paid in full on or before the indicated due date in order for vendors to be admitted to WFM. Vendors are required to pay for each week of the WFM season regardless of non-attendance.

Booth sizes and fees are:

Single: One 10' x 10' tent plus parking space for one vehicle* \$ 550 for the season

Double: Two 10' x 10' tents plus parking space for one vehicle* \$ 990 for the season

* Vehicle space inside the venue may not be available for all booths, off-site parking may be required in some circumstances

*For vendors not committing to a weekly schedule, rent will be \$35.00 a day for a single tent.

6C. Payment Schedule:

A 50% deposit toward booth fees is due upon approval of vendor application (approx. March 9th.) The remaining 50% of booth fees will be due mid-way through the season (approx. July 27th). The 50% deposit must be received by the due date in order to reserve a space for the season. If the 50% deposit is not received by the indicated due date, the WFM may offer the space to another vendor. Deposits and booth fees must be received and paid in full to WFM on or before the indicated due date in order for vendors to be admitted to WFM.

6D. Penalty Fees:

Vendors shall be charged a late fee of \$25.00 if booth fees are not received by the invoice due date. Vendors shall pay a fine of \$25.00 for returned checks and shall be further charged any additional bank fees. Vendor shall receive a first time warning for any violation of these Rules and Regulations. Further violations shall be fined \$25.00 each. Failure to pay fines or repeated violations may be grounds for suspension or termination.

7. Product Selection:

7A. Product Agreement Form:

A Product Agreement Form shall be submitted annually by the vendor indicating what he/she requests to sell at WFM. All required information shall be provided for a complete submission. Product Agreements will be reviewed by the Vendor Selection Committee. Product Agreements will then be returned to vendors indicating approved and non-approved items. Only those items that are approved may be sold at WFM.

Vendors who are approved to sell particular products at the market shall bring these items in sufficient quantity to satisfy customer demand. If a vendor is unable to supply an approved product in sufficient quantity, WFM may add these products to another vendor's Product Agreement. Conversely, vendors may not be approved to sell particular items when there is already sufficient quantity available in the market to meet customer demand.

Non-approved items presented for sale by a vendor will be asked to be removed. Failure by a vendor to abide by the Product Agreement may result in fines, suspension or termination. The purpose of this regulation is not to punish or limit individual vendors but rather to ensure a sustainable product mix in a small market, as well as to satisfy customer demand by maintaining an adequate variety and quantity of products for customer purchase throughout the WFM season in accordance with the natural availability of those products within the New York State growing region.

7B. Farm/Business Visits:

A representative of WFM may make farm/business inspections with 24-hour notice to confirm that products brought to WFM conform to the approved Product Agreement. During inspection, the vendor shall assist the Market representative in thoroughly documenting the vendor's products as seen at WFM and as indicated on the Product Agreement.

8. Product Guidelines:

All applicable federal, state and local regulations shall be adhered to when selling approved products. Goods presented for sale are expected to be of the highest quality. If WFM determines that a vendor offers inferior quality products, the vendor may be asked to withdraw the item(s).

8A. Agricultural Products:

All agricultural products displayed and presented for sale shall be grown by the vendor on land owned or operated by the vendor. Purchasing non-New York State produce for resale at WFM undermines the goals and inhibits fair competition between vendors and is strictly prohibited. Limited agricultural product purchases from other New York State farmers/ producers will be allowed in some circumstances and only when approved in the vendor's Product Agreement and when in compliance with these Rules and Regulations. Produce offered for sale shall be grown, harvested and cared for post-harvest so as to assure customers receive fresh, high-quality fruits and vegetables. Agricultural products should be free of visible defects, disease or insect problems and should meet standards for quality, freshness, size and grade.

8B. Processed & Packaged Food Products:

All products must contain a portion of ingredients that are either self grown or purchased from local farmers. All products must be labeled indicating the name of the farm where the ingredients were grown. Non-local or commercial fresh, canned or frozen fruit or vegetables are prohibited. All processed and/or packaged food products displayed and presented for sale must be produced by the vendor in an approved local production facility that is licensed by either the Dept. of Agriculture & Markets or the Dept. of Health.

The purchase of processed and/or packaged food products from other local farmers and/or producers to be presented for sale is allowed in some circumstances and only when approved in the vendor's Product Agreement and when in compliance with these Rules and Regulations. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. All products shall be packaged and labeled in accordance with NY State regulations.

8C. Prepared & Ready-to-Eat Foods

Each menu item must contain a portion of ingredients that are either self grown or purchased from a local farm. Menu items shall be labeled indicating the name of the farm where the ingredients were grown. Prepared and ready-to eat foods presented for sale shall be free of defects and shall meet standards for quality and freshness. Any food item that will be prepared *off-site* must be prepared by the vendor in an approved local facility that is licensed by either the Dept. of Agriculture & Markets or the Dept. of Health.

Vendors preparing food on-site will be required to obtain a Temporary Food Service Permit and adhere to the following regulations:

1. Vendors will supply single service articles, paper products and/or utensils and are required to use environmentally friendly/biodegradable items. WFM will provide information where approved items can be purchased upon request. The use of individual condiment packets is prohibited.
2. Proper utensils, plastic gloves and/or deli paper must be used to eliminate unnecessary hand-food contact.
3. Equipment must be used to cook or reheat foods to 165°F or above and to maintain a food temperature at 140° F during hot holding, ex. propane cooker. **Note: sterno is not acceptable.*
4. Equipment must be present to maintain refrigerated temperature at 45°F or below, ex. coolers with ice.
5. Potentially hazardous foods must be transported at temperatures of above 140°F or below 45°F.
6. Equipment used for refrigeration must have thermometers. A stab thermometer (0-220°F) is required for checking hot and cold food temperatures.
7. Water and ice must be obtained from an approved source. Home sources are not approved.
8. Three containers (minimum 5 gallons each) to wash, rinse and sanitize kitchenware.
9. A container for sanitizing wiping cloths (100ppm bleach).

10. A covered container (minimum 5 gallons) with a spout for fresh water storage.
11. Liquid soap dispenser and paper towels for hand washing.
12. Food should not be stored in undrained ice.
13. Garbage cans with liners and covers.
14. WFM will provide a port-a-potty.

8D. Baked Goods:

All baked goods displayed and presented for sale must be produced by the vendor in an approved local production facility and must contain a portion of ingredients that are either self grown or purchased from local farmers. All products must be labeled indicating the name of the farm where the ingredients were grown. An exception will be made to vendors wishing to sell locally produced bread. Bread vendors will be allowed to purchase ingredients non-locally only when those ingredients are not available from a local farmer. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. Unwrapped baked goods shall be covered and protected from the environment at all times. Wrapped baked goods shall be packaged and labeled in accordance with NY State law.

8E. Flower Products & Plants:

All flower products and plants displayed and presented for sale shall be produced by the vendor on land owned or operated by the vendor. Flower products, bedding plants, and house plants, should be free of defects, disease or insect problems, and should meet standards for quality. Vendor shall be registered, licensed or listed with Cooperative Extension.

8F. Wine & Beer:

All wine products displayed and presented for sale shall be produced by the vendor in an approved local production facility and shall contain ingredients that are either self-grown or purchased from local farmers. All beer products displayed and presented for sale shall be produced by the vendor in an approved local production facility and shall contain ingredients that are either self-grown or purchased from local farmers when applicable. All wine and beer products presented for sale shall be free of defects and shall meet standards for quality. All products shall be packaged and labeled in accordance with NY State regulations.

9. Signage:

All vendors are required to display an attractive sign with the name and location of their farm or business in a clearly visible location. All items presented for sale must be labeled properly and priced clearly. All items that have been purchased from or contain ingredients that have been purchased from other local farmers/producers are required to be labeled or have signage indicating the name of the local farmer/producer from whom they were purchased. Customer queries regarding farming/production practices shall be answered factually. Vendors are encouraged to have business cards or brochures available for customers.

9A. Organic Status:

All growers/producers claiming organic status and wishing to advertise produce or other products as organic shall be required to display appropriate certification. Customer queries regarding farming/production practices shall be answered factually.

10. State and Local Regulations:

Vendors are individually responsible for conforming to all applicable Local, State and Federal laws and regulations.

Vendors selling taxable items shall display a valid NYS Certificate of Authority.

Vendors selling perishable items, processed, prepared and packaged foods shall do so in compliance with the requirements of Department of Agriculture and Markets.

WFM will provide a blanket NYS Health Dept. permit for the event. Vendors selling prepared foods for on-site consumption will be required to do so in compliance with Ulster County Health Dept regulations.

Vendors selling by weight shall have scales approved by the Ulster County Sealer of Weights and Measures.

Vendors selling by volume shall use standard size containers such as pint, quart, etc.
Vendors selling nursery and greenhouse crops shall display a valid NYS Nursery license.
Vendors selling beer and/or wine shall display a valid NYS License.

11. Booth Operations:

Booth size may be limited by WFM. Booth spaces shall be assigned by Management. Every effort shall be made to honor requests for a specific location in the market as well as to establish a consistent location for vendors each week. Vendors are only allowed to occupy the space that is approved on their application. Vendors shall bring their own facilities (tent/tables/signage) for displaying and selling of their products. All display tables shall be covered with cloths. All facilities shall be in good working order and shall be constructed in such a way as to pose no safety hazard to customers and to allow ease of access to goods on display. Vendors are required to arrive, park, unload, display their products and be ready for business at least 15 minutes prior to the official opening time of WFM.

Vendors shall operate at WFM in a safe and sanitary manner. Vendors are required to keep their booth space neat and clear of obstacles, litter and debris during operations and at the end of each event day. Vendors are required to remain at WFM until the official closing time.

12. Pets:

Vendors are not permitted to bring pets to WFM.

13. Honesty and Courtesy:

No form of discrimination is permitted at WFM. Vendors shall be honest and courteous at all times to all occupants at WFM. Disagreements with fellow vendors, customers and/or management shall be handled in a respectful manner. Dishonest information, verbal threats, inappropriate signage or displays, or physical assaults shall be considered a violation which may result in suspension or termination from WFM.

14. Vendor Grievances:

Any and all vendor grievances shall be submitted in writing to the WFM Committee. Vendors agree to waive rights to all other means of legal recourse and public demonstration. Vendors who are not satisfied with the decisions made by WFM Committee may terminate their participation as their only means of recourse following a decision which does not satisfy the vendor.

15. Termination of Vendors:

WFM reserves the right to terminate any vendor for violation of these Rules and Regulations or without cause. Terminated vendors shall be refunded any unused portion of their prepaid booth fees. Vendors who are terminated waive all rights and remedies not otherwise specifically available within these Rules and Regulations.

Adopted 11/12/2007
Amended 1/14/2008
Amended 5/2/2008
Amended 1/15/2009
Amended 1/6/2010
Amended 1/17/2011
Amended 1/12/2012
Amended 1/7/2013
Amended 3/10/13
Amended 1/10/14
Amended 1/11/15
Amended 1/24/16
Amended 1/30/17
Amended 1/11/18