

farmersmarket
at minnetrista

2020-21
Regulations
And Application

2020-21 Minnetrista Farmers Market Agreement

In consideration for the right to participate in the Farmers Market at Minnetrista (hereinafter Market) for the years 2020/2021, the undersigned vendor(s) (hereinafter vendor) agree to the following regulations.

MARKET STAFF: Catherine Reynolds – Market Manager

1200 North Minnetrista Parkway
Muncie, IN 47303-2925
Phone: 765.287.3512 or 765.716.0911
creynolds@minnetrista.net

ADMINISTRATION

The Market is administered by Minnetrista Cultural Foundation, Inc. (hereinafter Minnetrista) following these regulations:

- Minnetrista sets fees and determines Market policies, ensuring that policies align with Indiana guidelines for Farmers Markets and the Delaware County Department of Health regulations.
- The vendor must submit a signed agreement and pay the applicable rental fees before selling any goods. It is understood that this agreement is valid for 2020/2021 Indoor Market season (Third Saturdays November 21st 2020-April 17th 2021) only.
- The on-site Market Master oversees the market and has authority to assign vending space, settle disputes, and disqualify vendors for violations of regulations.
- The vendor agrees to allow on-site visits to farm or certified kitchen for verification, and to provide contact information regarding producers from whom they purchase product.
- Minnetrista may visit existing vendor farms throughout the year.
- Minnetrista reserves the right to terminate the market, change the market's time of operation, or alter any of the Market's guidelines at its discretion.
- **A vendor must be involved in the direct growing of at least 51% of total products offered for sale at the Market on a season-long basis.**

TIMES OF OPERATION AND LOCATION

- The Market is located in the Main Building of Minnetrista at:
1200 North Minnetrista Parkway
- The Market will be open on the **third Saturdays** from **November 21st-April 17th 9:00 a.m. until 12:00 p.m.**
- **Vendors are permitted to sell only during the above Market hours. I will signify the beginning and end of the market.**
- In the event of severe weather, which can include high winds, hail, flooding, tornado concerns, or lightning that is spotted within a 5 mile radius, vendors and visitors will be strongly recommended to seek shelter within the main building. At this time, the Market may be put on hold for up to an hour so that Minnetrista may assess the severity and duration of the weather. Sales will not be allowed during this time in an effort to protect visitors, vendors, and staff from harm. If the weather is no longer a threat to safety and there is enough market time remaining, the Market will resume as normal. If severe weather persists or will not clear in a timely manner, the Market will be canceled. Ultimately, the decision to resume or cancel the Market it is up to Minnetrista.

RIGHTS AND RESPONSIBILITIES OF THE VENDOR

- It is Minnetrista's expectation that all vendors who are participating in the Market conduct themselves with Minnetrista staff, fellow vendors, and all customers attending the market in a professional manner.
- Vendors are responsible for the behavior of their employees and children.
- All vendors are solely responsible for all claims, injuries, and damages resulting from their sale of unsound or unsafe goods and/or their participation in the Market, and shall maintain liability insurance for protection against such claims, injuries, and damages and provide proof of same to the Market Master at a **minimum of \$300,000 of coverage**. Minnetrista needs to be listed as the certificate holder on the policy.
- Vendors are responsible for and shall fully comply with all applicable laws, regulations, and ordinances pertaining to their products. Vendors shall have obtained all necessary licenses, certificates, reports, permits, and inspections prior to selling any products at the Market; including sales tax for non-food items and provide copies of these forms to the market master.
- Vendors are solely responsible for their own cooler, extension cords, table display items, chairs, change bags, if applicable, a legal produce scale.
- Vendors are solely responsible to ensure their food products are stored and/or served at a safe temperature using control methods as required by the Delaware County Health Department.
- Vendors must leave booth space clean and free of debris or waste. Personal items, equipment, vehicles, products, and trash must be removed from the Market within an hour of Market close.
- Vendors are to set up and sell only in their assigned space(s) unless contacted by the Market Master.

- **Unless otherwise designated, parking is regulated as follows:**
 - Vendors and their employees must park in the gravel lot on St. Joseph Street during the indoor Market season. This is a customer service practice, allowing your customers to have the benefit of parking closest to the Market.
 - One vehicle per vehicle spot is allowed to be parked inside the Market. All other vehicles must be out of the Market lot 30 minutes before the start of Market.
 - One parking space equals one booth.
- **No smoking** on Minnetrista property.
- Vendors must provide a receipt to customers upon request.
- This Market participates in the SNAP, WIC, Senior Voucher and IU Health Ball Memorial Hospital Voucher programs. We highly encourage you to participate (if eligible).
- A listing of anticipated products is required to be on file with your application. This allows us to respond to customer questions about product availability. This information must be updated annually with the Market Master.

GOODS PERMITTED FOR SALE

The following goods may be sold at the Market: fruits, vegetables, meat, dairy, dried and fresh herbs and spices, plants, flowers, honey, eggs, un-popped popcorn, pet treats, and some minimally processed food items. Vendors must sell only Indiana farm products or those grown in the bordering counties of Michigan, Ohio, Kentucky, or Illinois. Hand-crafted items such as soaps and candles may be sold alongside the food product they are derived from.

Minimally processed food items are: Maple syrup, baked goods, jams, jellies, preserves, fruit butters, sorghum, barbeque sauce, frozen persimmon pulp, dried vegetables, dried fruits, or other processed juices.

- **These processed food items must be prepared in a licensed, approved kitchen. No food is allowed to be prepared in the home. Minnetrista did NOT adopt Indiana House Bill 1309. Supplies cannot be taken into the home. Finished products cannot be taken into the home and then sold to the public. Finished products may be stored in a sealed traveling container and kept in the vehicle until selling day.**
- The sale of these food items requires proper labeling, which must consist of the following:
 - **Name of Product**
 - **Name and Contact Information of Producer**
 - **Location of Preparation**
 - **All Ingredients**
 - **Net Weight**
 - **Price**

FOOD CONSUMPTION

- **Flavored oils and vinegars** must have PH testing documentation and be prepared in a kitchen approved by the Delaware County Health Department.
- **Eggs** may be sold only after the vendor exhibits a current egg vendor license issued by the State Egg Board. The address is: Indiana State Egg Board, Purdue University, West Lafayette, IN 47907; the phone number is: 765.494.8510.
Carton must be dated and labeled with vendor's name and address.
- **Honey** may be sold if the vendor is registered with the Indiana State Department of Health. Any vendor selling honey is required to inform customers, either verbally or in writing, the danger of feeding honey to infants and children under two years of age.
- **Maple Syrup** producers must be permitted by the local health department. If they are selling wholesale, they also need to contact the Indiana Department of Health [Phone number is: 317.233.7360]
- **Meat vendors - Meat must be kept frozen at all times** and may not be stored in a home freezer unless that location has been inspected and permitted. Use of an inspected mobile freezer is recommended. Meat must be processed and packaged by a permitted facility.
- **Prepared Food at Market**
 - An approved kitchen must be used.
 - A copy of your food permit must be displayed at your booth. If the vendor is based in a different county they must also have a permit from that county.

Please be careful if sampling foods. Food must be prepared in an approved kitchen, maintained at the proper temperatures, and be shielded from contamination while on display. A hand washing station must be provided at each vendor's station.

If a vendor has a question regarding a particular food that is included under minimally processed food items, please contact the Delaware County Department of Health at 765.747.7721.

GOODS NOT PERMITTED FOR SALE

- The sale of apple cider is prohibited at Market.
- Apples may not be sold as a standalone product.
- Vendors cannot sell produce that has been cut open.
- No potentially hazardous food items may be sold.
 - According to the U.S. Public Health Services these include poisonous mushrooms, plants, berries, or roots. This also includes ingredients in a form capable of supporting the rapid and progressive growth of toxic microorganisms.
- Raw milk, herd-sharing, or other cow-ownership programs that distribute raw milk or raw milk products are prohibited from the Market.
- No arts and/or craft products, with the exception of products that are a direct derivative of a food product. (Ex. honey = honey based lip balm)

ASSIGNMENT AND LIMITS OF SPACE

- Table spaces are limited to a vending space **8 feet by 8 feet** in size. One 8 ft. table will be provided free of charge per vendor space.
- Reservations for seasonal vending space must be made in advance of the opening of Market indoor season.
- **The vendor must occupy a Market space no later than 30 minutes prior to Market start, otherwise vendor will give up all rights to that Market space for the day.**
- The vendor understands that no portion of the prepaid fee for the Market space will be refunded after the beginning of the Market season.
- *If you have a reserved vending space and will not be attending the Market, you **MUST** contact the Market Master at 765.287.3512 **by 12:00 p.m. on Friday before Market** takes place. If you **do not** properly inform the Market Master that you will not be present at the market **3 times** during a season (no call/no show), you may lose your reserved space and all fees paid.*
- The Market Master may reassign unoccupied spaces beginning 30 minutes prior to Market start.
- All unreserved table spaces are available on a first-come, first-served basis. Vendors who do not have a reserved space and would like to use an **unreserved** table space must contact the Market Master by 3 p.m. the Friday prior to Saturday's market.
- Vendors may not lease or sell their space to another vendor.

ACCESS TO SPACE

- We ask that you drop off and have your vehicle moved to the fairgrounds parking lot by **8:30 a.m.** Due to safety concerns, no vehicles will be allowed to enter the Market area after **30 minutes prior to the Market start time.**
- No early exits are permitted. **In the case of an emergency, please contact the Market Master.** Vendors must stay for the duration of the Market.
- Late arrivals after 30 minutes prior to Market may set up **provided their space is still available.** In this instance, Vendors will need to park and carry their items into the Market area.

2020/2021 RENTAL FEES

Third Saturdays November 21st -April 17th

Reserved Space:	Unreserved Space:
Table:	Table:
\$75	\$15

2020-21 Indoor Vendor Application

Business Name: _____

Please print the full name of vendor employee(s) and their title(s): _____

Mailing/Home Address: _____

Address of farm or kitchen (please include all addresses of all farms):

Phone Number(s): _____

Email Address(s): _____

Market Operations:

I would like to reserve space #(s) _____. # of selling spaces for the current season _____.
(Limited to a maximum of 2 spaces.)

I would like to reserve a space in Cantina or Indiana Room (Please specify location in room if applicable.)

How many seasons have you been a vendor here? _____

The Market runs all year. Indoor season takes place November 21st -April 17th

Please indicate when you plan on selling during Indoor Market.

_____ I would like to sell full season, every third Saturday.

_____ I would like to be an unreserved vendor, paying a daily fee.

Please circle which months you expect to have product for sale.

November December January February March April

Please circle the following program if you are eligible:

SNAP

IU Health Bucks

WIC

Senior Health Vouchers

Hold Harmless Agreement

The undersigned agrees and undertakes to indemnify and hold harmless, the Minnetrista Cultural Foundation, Inc., Minnetrista Centers and its respective directors, governors, officers, employees, contractors and agents, from and against all claims, damages, action, liability and expenses in connection with loss of life, personal injury, bodily injury, and or damages to or loss of property occasioned wholly or in part by any acts or omission of the undersigned or its agents, contractors, or employees, related to the undersigned activity.

The undersigned also acknowledges that the Minnetrista Cultural Foundation, Inc. does not assume any responsibility whatsoever for any property of the undersigned used by or brought into the Minnetrista Cultural Foundation, Inc., and that the undersigned will take whatever steps it deems necessary to protect the same. The undersigned hereby releases, acquits and discharges the Minnetrista Cultural Foundation, Inc.; from any claim of liability for damage to or loss any such property.

I have read the enclosed information and agree to all conditions outlined for this event.

Signed: _____ Date: _____

Printed Name: _____

By signing below, I agree to the terms of the 2020/2021 Farmers Market at Minnetrista contract, and understand that by completing this application it does not guarantee a space at the Market.

Vendor Signature

Date