

Lyndon Farmers Market
A Ministry of Westport Road Christian Church & The Pitt Academy
Regulations and Rules: 2019

Read these rules and regulations carefully before signing below. Keep a copy for your records – these rules are a part of your agreement with the Lyndon Farmers Market (hereinafter “the Market”). Please return a signed copy with your application. Failure to observe these rules and regulations may result in suspension or termination of your Market participation. Please include a copy of all required licenses and permits. If you have questions regarding these rules, contact the Interim manager via the Church office (502) 425-2266.

1. **Market Location and Time**

- a. Westport Road Christian Church, 7515 Westport Road, Louisville, KY 40222
- b. Day/Time: Tuesdays; 3:00 pm -6:00 pm
- c. Season: May – – October 22, 2019
- d. Market Opening: Friday, May 14 , 2019

2. **Vendor Fees and Membership**

- a. Vendor Fee = \$40 annually
- b. Fees will be used for advertising, insurance and maintenance as administered by the Market Committee
- c. Membership will be by application and invitation. See Rules and Guidelines for details and application.

3. **The Market will be governed by the Market Committee.**

- a. Seven (7) Member Composition: Two (2) vendors, three (3) representatives from Westport Road Christian Church, one (1) community representative and the Market Manager.
- b. The Market Committee will seek to maintain a Vendor distribution with appropriate numbers of Vendors in the following categories.
 - Fruits/Vegetables
 - Eggs/Meats/Cheeses
 - Plants/Cut Flowers

 - Baked good, jams, jellies
 - Miscellaneous items
- c. One vending booth will be reserved and maintained for the use of Westport Road Christian Church and its members and one vending booth will be reserved and maintained for the use of other nonprofit

community organizations and groups as selected by the Market Committee.

- d. Day to day management of the Market will be the responsibility of the Market Manager.
- e. Grievance Procedures:
 - i. The Market Committee will be responsible for enforcement of the rules. Any formal complaints or grievances should be submitted in writing to the Market Manager or to a member of the Market Committee.
 - ii. Any Vendor deemed not in compliance with the regulations of the Market will receive the following from the Market Committee:
 - 1) First Offense = a warning for non-compliance
 - 2) Second Offense = a request to vacate the premises for a designated time period.
 - 3) Third Offense = banning from selling at the market for either one year or indefinitely. Reinstatement will be by application only.
- f. Decisions of the Market Committee are final as to all matters involving the operation of the Market

4. **Product and Sales Regulations**

- a. Participation in the Market requires the submission of an application and selection by the Market Committee. Upon selection, Vendors will receive a letter of confirmation from the Market
- b. All products and produce must be locally produced or grown by the individuals, families, groups, or farms (“producer”). Locally grown or produced is defined as Kentucky or Southern Indiana (Bloomington and south). Products produced from locally grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments, etc.
- c. In addition to agricultural, horticultural, and food items, non-edible products may be sold at the Market such as: dried flowers, dried flower arrangements, vine wreathes, gourds, body care products and beeswax candles. All materials must be found, grown, foraged, and/or produced by the producer on local farm or land.

- d. Consignment selling is permitted whereby a vendor, grower, or producer consigns his product/produce to be sold by another vendor, grower, or producer. No items from the Louisville Produce Terminal or any other wholesale outlets are allowed.
- e. Only those items listed on the Vendor's confirmation letter may be sold. Vendors must notify the Lyndon Farmers' Market (hereinafter "the Market") in writing of any proposed changes before bringing previously unlisted items to the market.
- f. The Market Manager has the discretion to make allowances or exceptions for the sale of items not listed on a Vendor's confirmation letter, the sale of items which have not been made or grown locally (non-resident products), i.e. coffee, and/or the sale of non-resident products (items not made or grown locally) at the Market based on the potential benefit that doing so will add to the overall appeal and attractiveness of the Market, subject to review by the Market Committee.
- g. Vendors are responsible for conforming their products or produce to applicable USDA standards and guidelines.
- h. The Market reserves the right to inspect or spot-visit any farm or establishment that is the source of any items sold or distributed at the Market, with advance notice if possible, as necessary throughout the season. Visits will be made only with a farm representative present unless otherwise permitted.
- i. Produce offered for sale must be grown, harvested, and cared for post-harvest to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf-life remaining, which may be useful for processing (i.e. sauces), must be labeled as such. Poor quality produce may be removed by the Market Manager.
- j. All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension from the Market.
- k. Participants selling processed food must be certified through the Health Department or county cooperative extension agency and have a current Home Processed Food Certificate. A copy of the certificate *must be provided* to the Lyndon Farmers Market.
- l. The Market reserves the right to, from time to time, invite guest chefs from local restaurants as vendors to set up at the market to offer free samples of dishes prepared with local produce, or larger portions of same for sale. In the first case, the vendors must comply

with all guidelines and requirements for farmers' markets related chef cooking demonstrations as developed by Kentucky's Food Safety Branch. Such guidelines are available from the local health departments throughout the state. In all cases, the vendors will comply with any and all state and local requirements, rules and regulations governing temporary food establishments.

- m. No live animals will be sold at the market.
- n. The possession or use of drugs or alcohol is not allowed at the Market.
- o. Smoking is not allowed at the Market.
- p. To maintain consistency, Vendors will be assigned spaces at the Market.
- q. Vendors are expected to attend at least two meetings annually, one at the beginning of the season and one at the end.
- r. Rules and guidelines may be amended or revised from time to time by the Market Committee.

Rules of Operation

- s. The Market will open for business at 3 p.m. on designated market days. Vendors should arrive by 2:15 p.m. and be set up and ready to sell when the Market opens. The Market will close at 6 p.m. Sellers are expected to maintain their booth until closing time. Vendors are not allowed to sell products before the Market opens.
- t. Market prices for all items must be visibly posted. Vendors are expected to refrain from engaging in the systematic or deliberate underselling of other Vendors.
- u. Vendors will operate their stands in a safe and sanitary manner, arrange their tables to create an attractive display, keep their sales areas clear of debris, and keep edible products off the ground.
- v. Vendors must be honest and courteous at all times. Disagreements with other Vendors, the Market Manager, Market Committee, or customers must be handled in a respectful manner. Vendors are expected to maintain their booths and conduct themselves in a manner that will encourage the growth and development of the Market.
- w. Vendors are individually responsible for conforming to all city, state and federal laws including the securing of any licenses or certifications required for the operation of their market space and for the items they sell or distribute at the Market. Vendors selling non-

consumable items will comply with and satisfy their sales tax obligations.

- x. All scales used must be for legal trade, and made for commercial use, and be inspected and sealed annually by the KDA Division of Regulation and Inspection.
- y. Vendors will clean their sales area and take home all refuse at the end of each market day. Vendors selling readily consumable items must provide an approved waste receptacle for used wrappers, napkins, cups, etc.
- z. Vendors who cannot attend the Market on a particular market day are expected to notify the Market Manager 48 hours in advance if at all possible. Absences without notice may result in space reassignment or termination from the Market.

5. **Release and Indemnification**

- a. As a condition of participating in the Market, Vendors recognize and acknowledge that they are ultimately responsible for their wares and conduct, and agree to release, hold harmless, defend, and indemnify the Market, Market Manager, the Market Committee members acting in that role, Westport Road Christian Church (Disciples of Christ) Corporation, also referred to in these Rules and Regulations as Westport Road Christian Church, and its officers, trustees, members, employees, and agents [collectively referred to as “the Protected Parties”], and The Pitt Academy, and its officers, trustees, members, employees, and agents [collectively referred to as “the Protected Parties”] from and against all liability, claims, demands, losses, damages, costs, expenses (including attorney’s fees), fines, judgments, and penalties arising from:
 - i. Any failure of the Vendor to abide by these Rules and Regulations;
 - ii. Any consumption or use of items that the Vendor sells or distributes at the Market;
 - iii. Any presence, use, or misuse of an appliance, piece of equipment, vehicle or other item under the Vendor’s ownership, possession or control while at the Market;
 - iv. Any action, inaction or other conduct by the Vendor associated with the Vendor’s participation in the Market;
 - v. Any lack of care, expertise or experience on the part of the Vendor associated with the Vendor’s participation in the Market;

- vi. Any injury or loss the Vendor may sustain in any way associated with the Market or conditions at the Market premises; and
- vii. Any failure by the Vendor to exercise supervision and control over its employees, helpers, agents, or representatives in any way associated with the Vendor's participation in the Market.

b. If any of the foregoing provisions should at any time be held unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO BE BOUND AND ABIDE BY IF ALLOWED TO PARTICIPATE IN THE MARKET:

Signature of Applicant

Date

Full Name of Applicant _____
Mailing Address, Telephone Number and E-Mail Address: _____

**LYNDON FARMERS' MARKET
2019 VENDOR APPLICATION**

Vendor' Name

Name of Business

Mailing Address

Zip Code

Home/Business Telephone Numbers

Fax Number

Home Address (If different from above)

Email Address

List the types of produce or products that you plan to sell at the 2019 market. If seasonal, list the months you would likely be participating (ie. June – August). Attach additional sheets if necessary. Also do you require electricity or water (this is not guaranteed to be available to any or all vendors.

**Have you sold your products at Farmers Markets before? Yes _____ No _____
(if yes, where and when?)**

Vendor Signature _____ Date _____