

Winter Farmers Market at Gilbertie's Winter 2011/12 Regulations and Vendor Agreement

Mission Statement:

The Winter Farmers Market at Gilbertie's is committed to providing fresh, local, healthy and seasonal food. Aspire to create a safe and healthy community environment for education and socialization.

Increase awareness, knowledge and support for local producers focused on sustainable and healthy growing practices.

- 1. Governing Agencies:** The purpose of the Winter Farmers Market at Gilbertie's (WFMG) is to promote local, sustainable agriculture and provide consumers with seasonal, locally grown, healthy food. These goals will be accomplished by establishing a public space where Connecticut farmers can sell their products directly to the public. The governing board, WFMG, has complete authority over the operation of the market, and reserves the right to limit and control the use of the space where the market operates. The Market Manager is designated as the representative of WFMG in all matters involving the operation of the market, and will be following the guidelines set by the Connecticut Department of Agriculture (CDA), WFMG and the Town of Westport's governing body.
- 2. Obligations of market sellers to government agencies:** All sellers in the WFMG (Vendors) must comply with all WFMG, Town of Westport, State of Connecticut and U.S. Government regulations and requirements. All Vendors must conform to all requirements of all pertinent health agencies and must maintain all pertinent health documents at their market site to be produced upon demand. Vendors must adhere to additional requirements of law and regulation as they arise, or any requirement that the Market Manager in his/her sole judgment believes necessary to maintain an orderly market. Vendors are required *to provide proof of liability insurance* with Winter Westport Farmers Market at Gilbertie's covered as an additional insured in an amount no less than the \$300,000 pursuant to Connecticut State Law. All scales must bear a Connecticut Department of Consumer Affairs seal. Any required sales tax charges are the responsibility of each Vendor. Vendors who sell anything subject to collection of sales tax are responsible for doing so themselves. ***Note summer WFM vendors can extend their coverage by changing the location.**
- 3. Who may sell in the market:** Only Vendors who have satisfied all of the requirements of the WFMG Regulations are allowed to sell in the market. No other activities other than the selling of approved products will be allowed in the WFMG without permission of the Market Manager, and in accordance with the restrictions of the Town of Westport and the CDA.
- 4. The Market Manager of WFMG or his/her designate will act as administrator of the market. The Administrator's duties will include:** the collection of documentation from Vendors; deciding if the vendor is meeting the market's guidelines; determining who is allowed to participate; the collection of dues and fees, and payment of financial obligations pertinent to each Vendors participation in the market; the maintenance of financial and administrative records; and resolving or forwarding to the proper authority any questions, comments or complaints involving the operation of the market.
- 5. The procedure for becoming a member of the WFMG is as follows:** The applicant will submit to the Market Manager an application and list of all products the applicant wants to sell in the market, as well as any other information or documents that the Market Manager may request, in order to determine the eligibility of the applicant to sell in the market. The Market Manager will then determine, based on the desired number and variety of Vendors, whether or not to

accept the applicant as a member of the WFMG. Membership in the WFMG shall be for one season only and all Vendors must reapply each season thereafter. All members of the WFMG must sign a Winter Farmers' Market at Gilbertie's Agreement signifying agreement to abide by the WFMG Regulations. For purposes of clarity, all WFMG members are Vendors who have been approved by the Market Manager.

6. Prepared Foods and Baked Goods: The WFMG recognizes that producers who craft these items face a unique set of sourcing hurdles but encourages its artisans to work with other members of the WFMG and beyond to continue to evolve their products toward an ever-growing commitment to local agriculture. The WFMG requires the following recommendations for all prepared foods and baked goods offered at the market:

- a. Made from scratch by the artisan or member of their team**
- b.** No food coloring.
- c.** No premade fillers.
- d.** No Trans Fats
- e.** All prepared food vendors should feature a percentage of locally grown ingredients in their offerings.
- f.** All non-farm vendors should feature locally grown ingredients whenever possible and should offer at least one item per market that features one or more locally grown ingredients.
- g.** No genetically modified ingredients.
- h.** Any meat used in prepared foods must be humanely treated, from a farm within 200 miles and/or organic. (you will be asked to provide proof of these purchases)
- i.** All produce must be domestically purchased.
- j.** No Partially Hydrogenated vegetable oils should be used.
- k.** No High Fructose Corn Syrup should be used.
- l.** All ingredients are listed on the packaging or are available from seller.

Please initial here that you have read and agree to follow each of these guidelines _____

7. Packaging:

All packaging must be environmentally friendly. Plastic bags are prohibited in Westport and thus at the market. Please use brown boxes when possible, only biodegradable utensils and green containers. The market sampling cup is the paper soufflé cup. _____ **Initial**

8. Items allowed to be sold in the WFMG:

- a)** Farmers may sell plant material for food or horticultural purposes, and live ornamental plants, with the stipulation that all plants must be grown on said farmer's property; or food or fiber derived from animals raised on the farmer's property. These products may be processed or unprocessed. If the food is processed entirely on the farm, the farmer must complete the pertinent parts of the Letter of Agreement for Farmers' Market Food Processors, and abide by its requirements. If the food is processed off the farm property, the farmer must comply with the requirements for food processors as specified in section 6.c. below. Except as noted in 6.b below, all products permitted to be sold under this paragraph [6a] must be produced on the farmer's land, either owned or leased by the farmer. The farm must be located in Connecticut the product is such that is not offered at the market and is considered a desirable product to include.
- b)** Farmers can sell products that are not produced on their property, only if that product is not being offered in the market in sufficient quantity or quality, and only under the following conditions. Each product must be produced in Connecticut within a 200 mile radius from Westport, CT and must be marked with the name and location of the farm where it was produced along with all proper licenses and permits. Written permission must be obtained in

advance from the Market Manager of the WFMG before the sale of non-producer products. Verification of the origin of these products must be available in the form of a bill of sale to the Market Manager in the market in the form of purchase invoices, etc. Any request not on initial application must be made 2 weeks in advance along with any necessary permits and licenses for approval to the Market Manager.

- c) Artisan food processors, small, high quality producers who make and sell the products themselves, are classified as “food processors.” Preference for membership in the WFMG will be given to food processors that use Connecticut farm products in the preparation of their products.
 - d) Vendors of all other crafts and goods will be considered on a case-by-case basis and regulations established by the WFMG.
- 9. Craft, Art, Book and Other Non-Food Goods:** There will be one 8ft table space designated as the artisan booth. At each market, the booth will feature a different local craftsperson or artist. The vendor will pay a \$25 booth fee and the sliding scale fee.
- 10. The hours of operation of the market.** The market will be held on Thursdays beginning November 17 and ending March 15 in Gilbertie’s Herb Gardens at 7 Sylvan Lane in Westport, CT. WFMG hours are 10 a.m. until 2 p.m. The opening and closing days for the season will be determined by the Market Manager. There will be no selling or bagging before 10 a.m. opening. Set up may begin no earlier than 9 a.m. Any vendors violating these requirements will be suspended for the following selling day. Hours of operation will be subject to change at the discretion of the Market Manager. Any changes in hours of operation will be posted two weeks in advance of such changes, should any change occur.
- 11. All selected WFMG vendors are requested to submit all of the documents required for them to sell in the market by November 1st of the market year.** If you produce your product or use a commercial kitchen, contact the Westport Health Department to obtain a temporary event permit. You will need to do this a minimum of 14 days before the first market to avoid late fees with the Health Department. Farmers solely selling product from and produced on their farm do not need to contact the health department. Contact: Westport Health Department at www.wwhd.org or 203.227.9571.
12. Vendor agrees to defend, indemnify and save harmless the Town of Westport, CT, WFMG, Gilbertie’s Herb Gardens, the Market Manager and their respective officers, directors, employees and agents from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees and costs of suit, investigation fees and expert fees) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, arising out of or in connection with the negligent actions or omissions or willful misconduct on the part of the Vendor.
13. **Limitation of Liability.** IN NO EVENT SHALL WFMG, GILBERTIE’S HERB GARDENS, THE MARKET MANAGER OR ANY THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WESTPORT FARMERS MARKET’S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY VENDOR TO WFMG UNDER THIS AGREEMENT.
14. All selected vendors will need to submit a site fee of \$500 . \$250 is due upon notice of acceptance into the WFMG and the additional \$250 is due Feb 1, 2012 (you are welcome to pay the entire fee up front). If you are selected as an every other week vendor your fee will be \$250. Payment shall be sent to PO Box 322, Westport, CT 06880.

15. **Weekly Vendors:** The WFMG welcomes vendors that may have product for a short period of time. These Vendors/Farmers will follow all market guidelines, pay a \$25 weekly fee and honor the sliding scale. (For example, a pickle vendor)
16. **Vendor's attendance in the market must be consistent.** WFMG is committed to holding markets despite inclement weather, unless there are dangerous weather conditions (snow and ice, for example) If you are unable to attend a market and do not notify the market manager by Monday at noon, you will be expected to pay a \$25 "missed market" fee. To avoid the missed market fee, please submit notice of your absence to the Market Manager one week in advance. Any Vendors who miss two market days, without notice to the Market Manager, during the course of the season automatically forfeits their membership in the WFMG. They must reapply if they wish to become a member again. Please make a note of the call-in number 307.690.1759 and email address of director@westportfarmersmarket.com or loricochran@hotmail.com.
17. **Each Vendor is responsible for setting up and closing down his/her site.** Each Vendor must provide cover for the site to protect and customers from the elements. Each Vendor must leave the site the way he/she found it.
18. **Each Vendor is required to prominently display the name and location of his/her business.**
19. **Fair Pricing:** All products must be labeled and all prices must be clearly marked. All scales must be in good repair and bear a Connecticut Department of Consumer Affairs seal.
20. **All Vendors and their employees must act professionally.** They must be courteous and honest with all customers. There will be no profanity, shouting, or causing of disruption to the market. All vendors and their employees must dress in appropriate attire. No offending body parts should be exposed. Vendors and their employees are not allowed to smoke at their site while the market is open.
21. **Samples:** If sample food products are offered to the public, such samples must be kept cool in clean, covered containers and samples will be distributed in individual portions with clean disposable toothpicks or utensils. Please note that **NO PLASTIC** serving utensils will be permitted. Hand sanitizers and paper towels must be available to customers at all times. Sampling must conform to the Westport Board of Health guidelines. If sampling an item such as cheese, please arrange to sample with an item that meets the market's baked goods requirements. For example, no Nabisco crackers. The official sampling product is a small paper soufflé cup.
22. **FMNP Certification is required for those who are eligible.**
23. **There will be no refunds of payment of any fees, unless not selected for market by the Market Manager.**
24. **WFMG is focusing on being a plastic free as possible. This means that within the health department's regulations all items that can be replaced with more ecofriendly options will be requested to do so.**
25. **Any questions, comments or complaints should be directed to the Market Manager in writing.** The Market Manager will make a final and binding determination concerning all issues, including the referral of any serious issues, when appropriate, to other relevant entities or authorities. Please note submissions may be sent to director@westportfarmersmarket.com.
26. This Winter Farmers Market at Gilbertie's 2011/12 Regulations and Vendor Agreement will be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to the conflicts of laws provisions thereof. By signing below, Vendor agrees to exclusive jurisdiction in the state courts of the state of Connecticut.

By: _____
[Insert vendor's full corporate name]

Name: _____

Title: _____

Date: _____

By: Westport Farmers Market (Westport Town Farm)

Name: Lori L Cochran Dougall

Title: Market Manager

Date: _____

Please sign and date this document and mail with payment to:

Winter Farmers Market at Gilbertie's

PO Box 322

Westport, CT 06880

Application is below:

[Winter Westport Farmers' Market at Gilbertie's
2011/12 Application Form](#)

Thank you for your interest in the Winter Westport Farmers' Market. Please complete the entire application. Applications are considered on the availability of space, the diversity of offerings at the market and the vendor's ability to meet the criteria outlined in the Winter Westport Farmers' Market at Gilbertie's Guidelines.

The WFMG is a market focused on providing fresh, local and healthy food. WFMG members pay a registration fee of \$500 per 10' x 10' market space to help support the WFM and subsidize the operation of the market.

I acknowledge that I have read the WFM Guidelines and agree to adhere to the rules of the Association if accepted:

(Signature) _____ (Date) _____

Contact Name:

Farm/ Business: _____

Street Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Website: _____

Which of the following best describes your work? (check all that apply)

- Fruit and Vegetable Grower
- Animal Husbandry
- Apiary
- Cheesemaker
- Dairy Person
- Fisherperson
- Plant and Seedling grower
- Food Preservation (pickle, jam)
- Charcuterie
- Maple Sugaring

Please list all of the items you plan to sell at the market:

Tell us about your farm/business (how long have you/your family owned it, what size is it, any special practices or certifications). If this information is available on your website, you can simply indicate that.

Do you plan to seek an exception to "Producer Only?" YES or NO

If YES, please list the non-producer items you plan to sell, your source and your relationship to the source.

Please indicate the number of 10'x10' units of market space you require:

Please indicate if you must have access to your vehicle during market hours: YES or NO

Additional documentation: With your application, please submit copies of the following: CT Department of Agriculture crop plan, copies of health permits and all other pertinent licenses, i.e. food processor, dairy operator, shell fish license.

