



Binford Farmer's Market
2022 Market Rules and Regulations
May 7 through September 24, 2022
Hours of 8 a.m. to 12 p.m.
(317) 300-4584 | market@binford71.org

The Binford Farmer's Market is an initiative of Binford Redevelopment and Growth, Inc. The Market is managed by BRAG's Board of Directors and the market manager. The 2022 BFM will be held weekly on Saturday mornings on the dates indicated on page 1 (or other dates as BRAG may later designate) at 65th and Binford, Indianapolis, IN. The following are guidelines for vendors who wish to participate in the Binford Farmer's Market and serve as your application to join as a vendor during the 2022 season. BRAG reserves the right to make exceptions to these guidelines at its discretion on a case-by-case basis.

ELIGIBILITY OF VENDORS

Any person who regularly and directly works in all stages of the cultivation, production, and harvesting of quality Indiana-grown produce or other eligible prepared goods or is regularly engaged in the sale or distribution of such goods may apply to become a Binford Farmer's Market vendor. Before participating in the BFM, all vendors must provide BRAG with copies of all State and local permits and licenses required to operate their vending business. This includes a copy of the insurance certificate described below and other signed agreements, consents, waivers, releases, and acknowledgments as BRAG requires.

Exclusivity: The Market generally does not offer exclusive rights to vendors to sell any product. Market customers generally benefit from having a choice. However, if the Market believes the number of vendors offering the same or similar products is excessive, identical products may be denied entry.

BRAG reserves the right to deny any vendor application or revoke vendor privileges of any person for failure to provide all required paperwork or to comply with all applicable laws and Binford Farmer's Market policies, or due to undesirable or suspect produce or other goods offered for sale, space considerations, or any other reason or cause as determined by BRAG at its discretion.

Every vendor must provide a Certificate of Insurance with appropriate Additional Insured wording, as noted in the contract on page 7. You may share with your insurance agent the insurance requirements found on page 7. All applicants are expected to read the criteria for Vendor Selection and BFM Rules and Regulations before completing the application. Any application submitted electronically through our online portal is considered agreed to our terms.



GOODS PERMITTED FOR SALE

Approved vendors agree to offer only the highest quality produce and other goods at the Binford Farmer's Market according to all applicable laws and BFM policies. Upon request of the BFM Manager, each Vendor agrees to provide the name and contact information of the farm or other source of the product or other goods offered for sale. This information will be kept confidential and not be shared with other BFM vendors. No product offered at the BFM shall be purchased at a wholesale or auction supplier except as BRAG may approve in advance. Any vendor who is found to be buying and re-selling goods from out of state will be asked to leave the Market for the duration of the season.

Subject to applicable federal, state, and local laws, regulations, and guidelines, the following goods may be sold at the BFM: fresh fruits and vegetables, dried and fresh herbs and spices, plants, flowers, honey, eggs, popcorn, flour, and ground grains, whole grains and beans, meats, and cheeses. The sale of these food items requires adequate labeling and must consist of the following: Name of Product / Location of Preparation / Description of Contents / Net Weight / Price. Processed food items that are permitted include jellies, jams, preserves, salsa, dried vegetables, dried fruits, cider or other pressed juices, ice cream, soups, meat entrées, vinegar, herb vinegar, and baked goods. The market manager may approve other items. These processed food items must be prepared in a facility by Indiana law and sold in pre-packaged form. Food items prepared by a Home-Based Vendor must have proper labeling. All vendors selling processed foods must prominently always display their Board of Health licenses at their stands.

Meat Products—As approved in advance by BRAG, all meat products must come from animals raised in Indiana. Animals may be butchered or processed off-farm. Processing must comply with Federal, State, and local laws and regulations, and the farmer/producer must supply documentation of such compliance with the Vendor's application.

Milk, Dairy, Cheese, Eggs-- Except as approved in advance by BRAG, milk must be from the Indiana farmer/producer's herd; cheese and other dairy products must be made in Indiana. Production must comply with state dairy ordinances and licensing, and the farmer must supply the documentation of such compliance with the application. A current egg vendor license issued by the State Egg Board must be exhibited, and a copy of the vendor's license should be sent to the email address above.

Plants and Produce

Plants or produce for sale cannot be purchased from a wholesale supplier. If any vendor is found to be purchasing produce or plants for resale; they may be asked to leave the Market for the remainder of the season. No refunds will be due to the Vendor. The only re-selling that may occur is acquiring and selling another farmer's Indiana-grown goods. Each plant must be cultivated by an Indiana producer from seed or plug for a minimum of six weeks. In the case of re-selling, Vendors must accurately label the farm name and city where products come from for their customers.



Value-Added Foods

Foods must be prepared from scratch by the Vendor in a licensed facility or qualify as a Home-Based Vendor (HBV) item and have proper labeling. A copy of the commercial kitchen certificate or another required licensure must be available each week for inspection by the Marion County Public Health Department. See full details at: <http://www.mchd.com/fdpfmai.htm>. If you have questions, contact Kelli Whiting at the Marion County Health Dept, 317-221-2222 or kwhiting@marionhealth.org. A vendor may be required to submit recipes for Value Added Foods to the Market Manager.

HEALTH AND SAFETY REQUIREMENTS

YOU MUST OBTAIN A LICENSE BEFORE SELLING FOOD ITEMS AT A FARMERS' MARKET. Licensing information and regulations about farmers' markets will be found on the Marion County Health Department website: <http://www.mchd.com/fdpfmai.htm>. Be aware that the Marion County Health Department makes regular inspections at all farmers' markets to ensure that regulations are followed. It is the responsibility of the Vendor to keep abreast of all county and state rules and ordinances as they apply to the products that the Vendor sells.

All vendors must adhere to sanitary procedures for selling produce and value-added items, including water for handwashing. Proper labeling must be used as defined by the appropriate authority.

The Vendor is solely responsible for assuring that all goods offered are safe, edible, and compliant with applicable regulations. All items intended for human consumption must always be kept off the ground and stored and displayed in safe and sound conditions. **The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods.** No potentially hazardous, spoiled, or contaminated foods may be sold. If you have questions regarding a particular food included in the minimally processed food list, call the Marion County Health Department at 317-221-2222. If you have questions, contact Kelli Whiting at the Marion County Health Dept, kwhiting@marionhealth.org.

Fire Extinguishers: Food vendors using gas, electric, or other fuel sources for cooking must have on-site, readily available, and in their booth, a portable fire extinguisher Class B rated for flammable liquids. Vendors will receive a strike and may be asked to cease sales and leave for the day if one is not readily available. **No smoking is allowed on the grounds of the Binford Farmer's Market.**

SAMPLING

Vendors must follow the Marion County Health Department regarding proper techniques for sampling food products and pay costs for sampling fees, if any. Full details are found at: <http://www.mchd.com/fdpfmai.htm>. If you have questions contact Kelli Whiting at the Marion County Health Dept at 317-221-2222 kwhiting@marionhealth.org.



SIGNAGE

The Vendor must display legible price markers for all goods offered for sale. The Vendor must display signage noting the farm or company name and the Vendor's town. If the Vendor participates in the farmers market SNAP and Fresh Bucks programs, appropriate signage must be shown as indicated in the SNAP/Fresh Bucks/ WIC agreement.

REGISTRATION TO SELL

Reserved vending space can be revoked by BRAG or the Market Manager if any of the regulations are not followed, paperwork has not been submitted, or if payment in full has not been received.

FULL SEASON VENDORS

All Full Season Vendors are expected to attend all market days, May through September. \$325 total payment for the full season may pay in full when the application is approved and no later than the first day of the Market. Full Season Vendors **may not miss more than three dates** of the Farmers Market. Full Season vendors planning to miss any market days must notify the Market Manager one week before the day. Vendors will receive a strike for weeks missed; those who accumulate three (3) strikes may forfeit their rights to their booth space for the remainder of the season, and no refund is provided.

GROWING SEASON VENDORS

Produce vendors may be considered a Growing Season Vendor and pay the Full Season **\$325** per space fee even if their product is only available for a limited number of weeks. Produce vendors must inform the market manager one week before attendance and give one week's notice of the last day at the Market. Growing Season Vendors planning to miss any market days must notify the Market Manager one week before the day. Vendors will receive a strike for weeks missed; those who accumulate three (3) strikes may forfeit their rights to their booth space for the remainder of the season, and no refund is provided.

POP-IN VENDORS:

Vendors intending to participate only occasionally must complete this contract and list the dates for the individual Saturdays the Vendor will attend. The cost for a single day is **\$25** and is payable on the date before 7:30 a.m. The full season fee does not apply under any circumstances. Participation on this basis is not guaranteed but is on a first-come, first-served basis. Vendors must notify the Market Manager in advance of their miss. If no advance notification is provided, the Pop-In-Vendor will be required to pay the single-day fee of \$25.00.

Please make your check out to **Binford Redevelopment & Growth, Inc.** and send it to:

Binford Farmer's Market
Binford Redevelopment and Growth, Inc.
5868 E. 71st Street E-104
Indianapolis, IN 46220



EXPECTATIONS OF VENDOR ATTENDANCE:

The Market operates from 8 a.m. to noon weekly from May 7, 2022, to September 30, 2022. Set-up begins at 6:30 a.m. All vendors are expected to be prepared to sell promptly at 8 a.m. The Vendor must be parked at their assigned space by 7:30 a.m. on the market day. If a vendor arrives after 7:30, it is a safety hazard to take the vehicle to the assigned space, and the vehicle will be unloaded from the vendor parking area. **If a vendor is not in their space by 7:45 a.m. and has not informed the Market Manager that they will be late by 7:45 a.m., the Vendor will forfeit their spot for that day.**

SEVERE WEATHER CONDITIONS

In the event of severe weather conditions such as thunder, lightning, hail, high winds, and heavy rain, vendors are advised to take shelter in an enclosed vehicle or inside Northview Church until severe weather has passed. Vendors are responsible for the safety and management of their products and tent. Due to inclement weather conditions, the Market is not liable for vendor products, tents, or equipment damage.

Though the Market intends to operate rain or shine, the market manager may decide to close the Market for the day if the weather becomes too severe. No refunds are given due to extreme weather cancellations.

EQUIPMENT AND SUPPLIES

Each Vendor must supply their tent with weights (20 pounds per leg), canopies, tables, weather protection, and display equipment. If selling goods by weight, the Vendor must supply a legal produce scale subject to periodic inspection by the County Department of Weights and Measures. Each Vendor is solely responsible for any damages or personal injury resulting from its equipment or setup. Electricity is generally not available to vendors. Generators may be used at the discretion and approval of the Market Manager.

Please confine your product and signage to the designated booth space dimensions considering the other vendors and public safety. The market manager may ask vendors to adjust to satisfy this requirement.

ABSENCES, FINES, and WITHDRAWAL

The Vendor agrees that vendor attendance is essential to the Market, necessary to the reasonable value received by the vendors, and is critical to the revenue of the BFM and agrees conclusively that these fees for non-attendance are required and are related to the impact on BFM.

Absence Notice: In the event of a family or medical emergency, the Vendor must notify the market manager as soon as possible, well before the Market opens on Saturday.

Unexcused Absence: In no case may a vendor not attend the Binford Farmers Market to attend another market, festival, fair, or event. Doing so is grounds for immediate dismissal from the BFM roster. No refunds will be given.

If a vendor must withdraw from the Market, notice must be made directly to the Market Manager at least one whole week before the last date of attendance. No refunds will be given.



ASSIGNMENT AND LIMITS OF SPACE

Each regular full space is 10 ft by 10 ft. Fees on page 1 apply to one 10 ft by 10 ft space. Additional space will require additional booth fees. Vending spaces may be marked each week as needed for verification. Vendors are limited to one vehicle per site if the layout allows room for a vehicle.

Full Season vendors may request a specific booth location. BFM management will do everything possible to accommodate those requests and keep all Full and Growing Season vendors in their preferred booth locations for the duration of the market season. During the first few weeks of the Market, the Market Manager may make booth location changes, per Vendor request, or accommodate appropriate product distribution. Spaces may be assigned for the entire season. However, **final location assignments will be designated by the Market Manager and may be changed in any given week if necessary.**

EXITING THE SITE and TRASH REQUIREMENTS

The Market ends at noon. All tents and selling tables will remain up until that time. Vendors must stay until the Market closes, even if all goods are sold. Vendors are strictly prohibited from exiting the Market before closing time. **Any vendor found violating this requirement will be issued a strike for every occurrence.**

All vendors must be packed and prepared to depart from the BFM site by 1:30 p.m. All personal items and equipment must be removed at that time. Before leaving, vendors must adequately dispose of ALL litter debris and food on the ground from their selling area. The market trash containers (including the church trash containers) cannot accept vendor trash. **Please bring your trash bags and take your waste to your trash containers at your home or business. Vendors will receive a strike for every day they are found emptying their trash into market containers.**

TENT CANOPY WEIGHTS

Vendors **MUST** provide weights to hold down their umbrellas, canopy, or tents. Vendors will attach a minimum of 20-pound weights to all corners of the tent attached with a bungee cord or boat straps to the canopy of the tent or tie legs to a vehicle. Canopy weights are the most effective method to secure a tent or canopy in high winds. Minimum requirements are 20 pounds/leg weights for all unsecured legs; however, Vendors are advised that best protection is found with 40-pound weights. See Sample: <https://www.youtube.com/watch?v=ymTazgG46v4>
You can use this type of bag on the link, but they must be attached to the canopy in addition to the base of the leg. http://www.hayneedle.com/outdoor/canopy-accessories_weight-bags_list_174697_4294022332

Any vendor not using weights on all tent corners will receive a strike for the second infraction. Any vendor not using weights for the third infraction will be asked to leave the Market. Any vendor found violating safety and management rules may be asked not to return to the Binford Farmer's Market.



INDEMNIFICATION

The Vendor shall defend, indemnify and hold BRAG, The Binford Farmers Market, Northview Church, and their employees and agents harmless from and against any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Vendor, its officers, agents or employees.

INSURANCE

Your insurance agent or broker must send certificates of Insurance

No vendor will be allowed to sell in their space until the BRAG receives appropriate verification of all required Insurance. All vendors must supply BRAG with a certificate of Insurance for 1 million dollars in general liability, including product liability. Vendors must inform their insurance agent or broker that **Binford Redevelopment & Growth, Inc. (BRAG) and the Binford Farmer's Market, its directors, officers, employees, contractors, and representatives shall be listed as ADDITIONAL INSUREDS. Northview Christian Church, its directors, officers, employees, contractors, and representatives shall also be listed as ADDITIONAL INSUREDS.** No vendor will be allowed to sell in their space until the BRAG receives appropriate verification of all required Insurance. Mail certificate to Binford Redevelopment and Growth, Inc., 5868 E. 71st Street E-104, Indianapolis, IN 46220 or Email to market@binford71.org.

MARKET MANAGER

BINFORD REDEVELOPMENT AND GROWTH, INC. and the Market Manager shall have sole authority and discretion as to permission to offer goods for sale at the BFM. The Binford Farmer's Market Manager will invite vendors to participate in the BFM. The Market Manager is authorized to direct any vendor to leave the BFM site, remove any poor quality or unacceptable goods from sale at the BFM, or instruct a vendor not to return if, for any reason. Please address your concerns to the market manager or a BRAG Executive Committee member in person or writing.

The undersigned hereby applies to participate as a Vendor at the 2022 Market. If accepted to participate as a Binford Farmer's Market vendor, I agree to abide by these guidelines and all applicable laws, regulations, ordinances, and any policies, procedures, instructions, or other requirements of the BINFORD REDEVELOPMENT AND GROWTH, INC., the Binford Farmer's Market, and the Market Manager.

Signature

Date

Printed Name

Name of Business



**Summary for your reference – Please KEEP this page:
Binford Farmer's Market**

You must attend every Market. We promote the Market and the vendors, and we get emails and calls from shoppers looking for vendors. We tell them a vendor will be at our Market, and if the Vendor does not show up, it discourages shoppers from returning to the Market. Shopper attendance will fluctuate at the beginning and end of the season. You need to be present at all scheduled markets to be available for shoppers who attend all season and be fair to your fellow vendors who do attend all markets.

- Market dates are May 7 through September 30. Market hours are from 8 a.m. to 12 p.m.
- Vendors must be in their reserved spaces by 7:15 a.m. unless otherwise scheduled with the Market Manager.
- Vendors must have canopy weights or tents tied to a vehicle.
- Vendors cannot tear down their tents or put away their sales table until noon and, under no circumstances, drive through the Market to exit before noon.
- All vendors must be packed and prepared to depart from the BFM site by 1:30 p.m.
- No product offered at the BFM shall be purchased at a wholesale or auction supplier except as approved in advance by BRAG.
- Please bring your trash bags and take your trash to your trash containers at your home or business.
- BRAG and the Market Manager shall have sole authority and discretion as to permission to offer goods for sale at the BFM.
- The following should be mailed to Binford Redevelopment and Growth, Inc., 5868 E. 71st Street, Suite E-104, Indianapolis, IN 46220 or Email to: market@binford71.org
 - ✓ Vendor Contracts
 - ✓ Certificates of Insurance
 - ✓ Copies of Marion Co. Health Dept. licenses and all State and local permits and licenses required for the operation of their vending business