

Bath Farmers' Market
Rules and Regulations
updated 2018



I. PURPOSE

1. To provide consumers with fresh locally grown or produced products at a convenient location.
2. To provide local farmers and producers with improved marketing opportunities.
3. To renew Bath's role as a central hub.

II. PARTICIPATION/ORGANIZATION

1. The Bath Farmers' Market (BFM) is an unincorporated association.
2. Vendors must be full or part-time producers of accepted products that are permitted for sale at the market.
3. Vendor categories are:
 - Vegetables
 - Fruits
 - Baked goods
 - Cut flowers
 - Live plants
 - Meat/animal products
 - Crafts
 - Other
4. Application to become a vendor:
 - A. Anyone wishing to sell in the BFM must, prior to participation in the market, file an application with the market committee (currently BFM) verifying that they are the actual grower or producer of the specific items which they intend to sell or receive approval from committee if they wish to carry an associate vendor. Vendors must apply to sell at the market under one of the seven categories, based on their primary products.
 - B. The BFM will strive for a balance of vendor categories. New vendors are selected to fit the

Bath Farmers' Market
Rules and Regulations

needs of the market by a vote of the current BFM members and the market committee.

C. Additional vendors will be added to the market at the beginning of each season, or as need arises, provided that the new vendor agrees to these rules and regulations and is approved by a majority vote of vendor/committee members. Reasons for adding a new vendor may include: a shortage of a particular product, adding diversity to the mix of products at the market, or the overall growth of consumer demand.

D. Upon acceptance by the market representatives, the vendor must complete a transient business license and indemnification form. The vendor must submit a certificate of liability insurance naming Bath, its officers, agents and employees, Greater Lehigh Valley Chamber of Commerce, and Bath Farmers' Market as Additional Insured on the policy. The completion of the transient license, indemnification form, and certificate of liability insurance is required once a season for farmers market vendors.

5. Voting: Each BFM member, or their representative, is entitled to one vote on issues facing the market. Each member must be given the same notice and opportunity to vote on issues as they arise. Market related issues will be decided on the basis of greater than 50% of votes cast. Types of issues requiring this vote include, but are not limited to, adding or rejecting full and half season vendors, changing hours, days or locations. Market representatives will make decisions regarding fees, making major purchases and distribution of excess funds at the termination of the BFM.

6. Market Representatives: The market representatives are the BFM committee of the BBCP.

A. The market representatives supervise the daily activities of the market and enforce the market rules, collect and maintain applications and copies of insurance coverage, serve as a contact for vendors and outside groups, collect fees, pay bills, keep financial records and make a financial report of the association's activities at the end of the year.

B. The market representatives are members of the committee.

7. Meetings: Meetings will be called for on an as-needed basis. Meeting minutes will be kept by a volunteer from the membership.

III. GENERAL RULES

1. Permitted items for sale:

A. Items allowed for sale shall include all types of locally grown or produced items including fruits, vegetables, plants, herbs, cut flowers, baked goods, preserves, honey, cider, juice, meat, animal products and crafts made from farm raised products. The resale of items purchased by the vendor shall not be permitted without prior approval of the committee and could result in expulsion from the market.

Bath Farmers' Market
Rules and Regulations

B. Crafts: Crafts must be producer-only and generated by the vendor.

C. Cider/juice: Cider and juices are only permitted if it is pressed/extracted by the vendor or is custom pressed/extracted using exclusively the vendor's fruit/vegetables. The sale of fruit to a pressing/extraction operation and the subsequent purchase of bottled product back from the pressing/extraction operation shall not be considered to have been produced exclusively from the vendor's fruit.

D. Preserves: Preserved items such as jams, jellies, sauces, canned goods, etc. must be custom made. Vendors are encouraged to use as much local product as possible.

E. Baked Goods: Baked good must be produced by the vendor. This rule does not apply to processed products. Vendors are encouraged to use as much local product as possible.

2. Market Fees: Fees for the market will be set by the market representatives at the beginning of each market season. Fees must be paid by the vendor before their participation in the market. Two vendors sharing one vending space shall have one fee to pay. Fees will cover the joint costs of the grower's market for:

- Advertising and promotion
- Charges for a bank account and other products and services
- Webpage
- Entertainment/music/programs

3. Payment Schedule: The vendor fee is \$175 for a Full Season, \$100 for a Half Season, \$30 per visiting (non-borough) business or crafter for a three-week minimum engagement, \$10 a week for visiting businesses located and registered in the Borough of Bath, and Free for Non-Profits or Demonstrations. All payments are due with the vendor application. Checks should be made payable to "GLVCC Chamber Foundation". *Full season vendors who attend all 20 weeks will receive a refund of \$25 and half season vendors who attend all 10 weeks will receive a \$20 refund.*

4. Regulatory Compliance: Vendors are personally responsible to be in compliance with local, state and federal regulations that apply to their business. These include but are not limited to:

- Pesticide licensing and safe use
- Certification of scales by the department of weights and measures
- Organic certification for products claimed to be grown organically
- State sales tax collected as required
- Borough Alcohol Permit
- Health and labeling regulations that apply to preserves, honey, cider, baked goods, canned goods, eggs, dairy products, meats, etc.

Bath Farmers' Market
Rules and Regulations

5. Operation of market stands:

Vendors have the right to operate their stands as they choose after meeting the following minimum standards:

Vendors must insure the safety of their display and canopy. Canopies must be weighted or tied down securely in windy conditions.

Vendors missing two consecutive weeks may forfeit the vendor fee and space.

Individual vendors may have a different but regular attendance requirement as approved by the committee.

Vendors will strive to sell only products of the highest quality and freshness in keeping with the market's desired image.

Vendors will display a sign identifying the name and location of their farm.

All vendors are responsible for cleaning up their market site and for removal of all garbage at the end of the market day.

Prices for all items on display should be clearly marked with individual price tags, signs or large legible sign boards.

All pricing will reflect typical market value.

All vendors are required to supply their own electric cords and water supply.

No more than 25% of products sold should be from an associate vendor. Associate vendors must complete the vendor paperwork and be approved by the market.

Other than special events, no more than 50% of the vendors will be crafters.

6. Market location: The BFM is currently held in Bath, Pennsylvania at the Keystone Park, at the intersection of 329 and Green Street.

7. Length of Season: The season runs from the third Friday in May and concludes on the last Friday in September.

8. Market Times and Days: The market operates on Fridays from 3:00 pm to 7:00 pm or dusk whichever comes first. Vendors shall be prepared to operate at the opening time. All vendors are expected to schedule their arrival accordingly. No vehicles will be able to enter the area after 3:00 pm. Selling after closing time is discouraged. Vendors shall clear the market site by 7:30 pm.

Bath Farmers' Market Rules and Regulations

9. Vending Space Assignment: Vending spaces will be assigned by the committee. Individual vending space size maybe flexible and is based on the needs of the individual vendor and the market. Returning vendors have the opportunity to return to their previous location or to occupy any available spot that retains a good product mix. Vendors will use the same space throughout the season. New vendors will be assigned spaces that are available in such a way as to create a good product mix. In the event of a major redesign of the market space, a design map with good product mix will be created and vending spaces chosen by vendor seniority in the association.

10. Sharing of Vending Space: A maximum of two growers may apply to share one vending space. Both vendors are required to follow all the rules of the market.

11. Educational and Community Activities: Space will be made available free of charge for market, educational or community promotional activities as needed. This space must be booked with the market representatives at least two weeks ahead of time and will be assigned at the discretion of the market representatives. This space will be made available on a first-come, first -serve basis but must be booked and approved by the BFM in advance.

12. Associate Vendors: Any vendor selling with associate vendor products must provide the appropriate form with the name of the associate vendor and address. The vendor should post the associate name with the product being sold.

13. Emergency Procedures: The BFM is an outdoor venue and will be faced with storms and other bad weather. In the event of high winds and heavy rains associated with storms, vendors will be asked to lower tents or put them away along with any other items that could cause harm to others.

IV. VIOLATIONS AND MARKET CERTIFICATION

1. Market Certification: The BFM is a locally grown/produced farmer's market. This is a guarantee to the consumer that this is a market comprised of local farmers and producers selling only what they grow on their farms or produce locally. This guarantee is comprised of the words and deeds of the vendors themselves. The association reserves the right to make an informal farm visit to verify the "producer-only" status of market vendors.

2. Submitting Complaint: Any complaint against any vendor regarding the origin of their produce or products, violations of association rules or any other matter must be directed to the attention of the market representatives in writing.

3. Complaint Resolution: The market representatives will determine what type of investigation, if any, shall be conducted. After an investigation, if any, a commendation shall be made to the members as to whether the vendor should receive a warning, temporary suspension or expulsion from the association.

V. LIABILITY

The BBCP, BFM, the Borough of Bath, the Greater Lehigh Valley Chamber of Commerce and sponsoring organizations do not provide any insurance to cover activities of vendors, their employees or agents. The vendors of the BFM must purchase liability insurance naming the Borough of Bath, its officers, agents and employees, the location (Keystone Park), the GLVCC and BFM as an additional primary insured without contribution. Vendors must execute and comply with the "Vendor's Insurance and Indemnification Agreement" required by the GLVCC.

VI. TERMINATION

The Bath Farmers' Market may consider termination when there are less than four active members or by vote of the committee.

ACKNOWLEDGEMENT

I have received and carefully read the Bath Farmers' Market Rules and Regulations. I understand that it is my responsibility to abide by said Rules and Regulations.

I acknowledge that the Rules and Regulations are not intended to be and should not be interpreted as a contract, expressed or implied. I further acknowledge that I have been given an opportunity to ask any questions that I may have with regard to the policies set forth herein prior to executing this Acknowledgement.

Signed by:
(Please Print Name)

Signature:

Date: