



FARMERS MARKET

Fern Creek Community Association & Chamber of Commerce

Fern Creek Community Association & Chamber of Commerce
P.O. BOX 91564, Louisville, KY, 40291

Rules, Regulations and Application – 2012 Market Year

Please read the following rules and regulations carefully before signing below. Be sure to retain a copy for your records. The rules and your application, which follows, are the complete agreement between you and the Fern Creek Community Association & Chamber of Commerce Farmers Market – hereinafter referred to as “the Market”. Please return a signed copy with your application. The Fern Creek Community Association & Chamber of Commerce is hereinafter referred to as FCCACC.

Failure to observe these rules and regulations may result in suspension or termination of your Market participation.

Questions may be directed by email to market@ferncreek.org or by telephone to our general office at 502-239-7550 – **for quickest response to your questions please contact us by email!**

- A. Market Location:** Fern Creek Community Center, 6104 Bardstown Rd., Louisville, KY, 40291
- B. Market Time:** Saturdays 8:00 a.m. to 12:00 noon
- C. Market Setup Time:** 7:00 a.m.
- D. Market Season:** May 19 – September 15
- E. Vendor Fees and Membership:**
 - a.** Annual Market Membership: \$75.00 for producer vendors and food service vendors. All vendors must be paid members of the Market. Your annual fee is due with your application. Applications submitted without the annual fee will not be considered. The Market fee is non-refundable once the application has been approved.
 - The fee will be adjusted to \$60.00 effective with July 14, 2012.
 - The fee will be adjusted to \$40.00 effective with August 11, 2012.
 - b.** Food Service Space: The Annual Market Membership for such spaces is \$150.00. The Market will provide electricity for said spaces.
 - The fee will be adjusted to \$120.00 effective with July 14, 2012.
 - The fee will be adjusted to \$80.00 effective with August 11, 2012.
 - c.** Electrical Space: a non-food service space needing electrical will be provided at the same rate as a Food Service Space in the Food Service area of the grounds when available.
 - d.** Backup Membership: If all available spaces are filled we will accept Backup Membership Applications. Should a filled space become available during season Backup Applicants will be contacted in order of receipt of their application with the opportunity to fill the available space. The fee for such space will be prorated according to number of remaining weeks in the Markets season.
- F. Governance:** The Market will be governed by the Fern Creek Community Association & Chamber of Commerce
- G. Product Selection:** The Market will seek to maintain product selection with appropriate numbers of vendors in the following categories.
 - a.** Fruits/Vegetables
 - b.** Eggs/Meats/Cheeses/Mushrooms
 - c.** Plants/Cut Flowers

- d. Baked goods, jams, jellies
 - e. Honey, herbs, sorghum, soaps, candles, other
- H. Vending Space:** One vending space will be reserved and maintained for the use of the FCCACC. This space may be released at the discretion of the FCCACC.
- I. Market Management:** Day to day management of the Market will be the responsibility of the FCCACC and their designated Market representative(s).
- J. Grievance Procedures:** The FCCACC and/or their appointed representative(s) will be responsible for the enforcement of all rules. Any formal complaints or grievances should be submitted in writing to the FCCACC at the address at the top of this document.
- K. Non-Compliance:** Any vendor deemed not in compliance with the regulations of the Market will receive the following notices executed by the FCCACC or their designated representative(s):
- a. First Offense: verbal and/or written warning of non-compliance.
 - b. Second Offense: a request to vacate the premises for a designated period of time. Such request may be verbal and/or written.
 - c. Third Offense: banning from selling at the Market for the remainder of the selling season. Reinstatement will be made by application only.
 - d. In all non-compliance cases, there will be no refund of membership fees.
- L. Finality of Decisions:** Decisions of the FCCACC and/or their representative(s) involving operation of the Market are final.
- M. Products and Sales:** Participation in the Market requires the submission of an application, and said application approved by the FCCACC.
- a. All products and produce sold by vendors must be locally produced or grown by the individuals, families, groups or farms. Locally grown or produced is defined for the regions of Kentucky or southern Indiana. Southern Indiana means Indianapolis and south.
 - b. Products made from locally grown produce and animals are permitted, such as, baked goods, cheese, jams, jellies, soaps, oils, condiments, etc.
 - c. Vendors are responsible for all city, county, state and federal license fees, operating licenses, permits, insurance, liability insurance and taxes of all kinds. The Market bears no responsibility in this venue.
 - d. 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 wreaths, gourds, body care products and beeswax candles. All materials must be found, grown, foraged and/or produced by the vendor on a local farm or land. If in doubt, please contact the Market manager.
 - e. Consignment selling is permitted whereby a vendor (grower or producer) consigns his product or produce to be sold by another vendor, provided product or produce are grown or processed locally, as defined above. No items from the Louisville Produce Terminal, or similar sources, or any other wholesale outlets are allowed.
 - f. Only those items listed on the vendor's confirmation letter, per their application, may be sold by that vendor. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market.
 - g. The FCCACC or their designated representative(s) have discretion to make allowances or exceptions for the sale of items not listed on a vendor's confirmation letter, and/or sale of non-resident products (items not made or grown locally) based on the potential benefit that doing so would add to the overall attractiveness and goals of the Market. Exceptions may include food and drink items.
 - SPECIAL MARKET VENDORS are vendors welcomed to the Market who may sell particular products, such as restaurants, for the purpose of adding venue and value to the Market. Their products for sale may be processed and/or non-organic. Their products must be available for purchase by the public in an ongoing basis in the local area. Preference will be given to vendors in the 40291 zip code area (Fern Creek).
 1. Such vendors may not participate on repeating successive Market days. A period of at least four weeks must have passed before they may repeat.
 2. The fee for such vendors will be \$25 for the Market day.
 3. Electrical service is provided by the Market.
 4. All rules for participation are applicable.
 - h. Vendors are responsible for conforming their products or produce to the applicable USDA standards and guidelines.
 - i. 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.

- j. Produce offered for sale must be grown, harvested and cared for post-harvest to assure customers receive fresh, high-quality goods. Culls and produce with only limited shelf life remaining must be labeled as such. The FCCACC, or their designated representative(s), may remove poor quality produce.
 - k. All produce or products labeled 'Organic' must be third party certified organic 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.
 - l. Vendors selling processed food must be certified through the Kentucky Department of Public Health as either a home-based processor or home-based microprocessor (KY HB 391), and hold a valid temporary farmers market food service permit. A copy of these permits must be provided to the Market with your application and displayed by the vendor at the market.
 - m. Vendors will determine their own pricing. Vendors are expected to refrain from engaging in the systematic or deliberate underselling of other vendors.
 - n. No live animals are to be sold at the Market.
 - o. No animals, other than service animals, are to be at the Market.
 - p. No illegal substances, drugs or alcoholic beverages are to be sold or consumed at the Market. Wine sales for the purpose of wine tasting are permitted and are governed by KRS 243.155 by the Kentucky Office of Alcoholic Beverage Control. Unopened bottles of wine, sold by a wine tasting vendor, may be sold for "consumption not on the premises" of the Farmers Market.
 - q. Weapons, firearms, ammunition, munitions, fireworks, fire hazards and any other illegal or legal, whether licensed or not licensed, or any other item that would fall into this category are not permitted at the Market.
 - r. The Market is a smoke free environment, thus smoking is not permitted.
 - s. If you are providing edible samples you must have a Sampler Permit from the Louisville Department of Public Health & Wellness, 440 East Gray Street, Louisville, KY 40202, Telephone: 502-574-6650.
- N. Atmosphere:** one of the goals of the Market is to create an enjoyable community experience. As such please abide by the following:
- a. Smoking is not permitted in the Market area.
 - b. Pets are not permitted in the Market area.
- O. Unsold Goods:** The FCCACC encourages vendors of unsold goods to consider donating such goods to the Fern Creek Highview United Ministries. At the close of each market day, vendors may drop off their unsold goods at the FCCACC booth tent. FCCACC staff will collect and deliver all unsold goods to the Fern Creek Highview United Ministries offices. Donations can be receipted for tax purposes, if desired, the donating vendor should provide a list of the items being donated, along with their name and address, at the time the goods are dropped off at the FCCACC booth tent. Receipting will be provided by the Fern Creek Highview United Ministries. For information about the Fern Creek Highview United Ministries please visit www.fchum.org.
- P. Amendment:** These rules and regulations may be amended from time to time by the FCCACC.

RULES OF OPERATION

- A.** The Market will open for business at 8:00 a.m. Vendors may begin setup in their designated market space at 7:00 a.m. being ready to sell by 8:00 a.m. The Market will close at 12 noon. Vendors are expected to maintain their booth until closing with selling to be engaged during the 8:00 a.m. to 12 noon time frame.
- B.** Vendor vehicles and trailers are not allowed in the Market area after 7:45 a.m. and must be parked in the designated parking area provided by the Market during the market schedule. Upon closure of the Market at 12 noon, and cleared by the FCCACC representative(s), vendors may bring their vehicles back into the Market to load up their goods.
- C.** Prices for all vendor items sold in the Market must be visibly posted.
- D.** Vendors will operate their stands in a safe and sanitary manner, arranging their tables to create an attractive display and keeping their sales areas clear of debris. Edible products must be placed on a display table, or kept in appropriate sanitary containers, at all times.
- E.** Vendors are expected to be honest and courteous, at all times, to everyone in the Market.
- F.** All scales used must be for legal trade, made for commercial use, and be inspected and sealed annually by the KDA Division of Regulation and Inspection.

- G. Vendors who cannot attend the Market on any particular market day are expected to notify the Market manager in advance.
- H. Vendors will clean their sales area and take home all refuse at the end of the each market day. Vendors selling readily consumable items and/or prepared food must provide an approved waste receptacle for used wrappers, napkins, cups, etc.
- I. Vendors will provide their own paper bags. Plastic bags are allowed into the Market by exception only. **All bags, whether paper or plastic, must be new.** Used bags from Meijer's, WalMart, Kroger or other organizations are not permitted.
- J. Spaces are assigned in order of receipt of the vendors application. The FCCACC, or their designated representative(s), may make exceptions at their discretion.

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, the FCCACC and their designated representative(s), and the FCCACC officers, directors, 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:
 - a. Any failure of the vendor to abide by these Rules and Regulations;
 - b. Any consumption or use of items that the vendor sells or distributes at Market;
 - c. 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;
 - d. Any action, inaction or other conduct by the vendor associated with the vendor's participation in the Market;
 - e. Any lack of care, expertise or experience on the part of the vendor associated with the vendor's participation in the Market;
 - f. Any injury or loss the vendor may sustain in any way associated with the Market or conditions at the Market premises; and
 - g. 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.

Please Note: we highly recommend that you provide an email address with your application as all correspondence beyond this will be via email. We utilize email to keep the Market operating costs low including the cost for vendors to participate.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO BE BOUND AND ABIDE BY THEM IF ALLOWED TO PARTICIPATE IN THE FERN CREEK COMMUNITY ASSOCIATION & CHAMBER OF COMMERCE FARMERS MARKET:

Signature of Applicant:	
Date:	
Printed Name of Applicant Signing Above:	
Printed Name of Farm or Vendor:	
Address:	
City, State, Zip:	
Name of Contact Person:	
Telephone Number:	
Cell Phone:	
Web Site:	
Email Address:	
List or describe all produce or products to be sold:	
Do you have a home-based processing certificate?	
Do you carry liability insurance?	
Indicate type of space you desire and the number (note booth cost is per booth, thus if you desire two spaces the cost is doubled, etc.):	<input type="checkbox"/> Regular Space <input type="checkbox"/> Electrical Space (food vendors)
Will you be providing edible samples? If so you must have a Sampler Permit from the Louisville Metro Government Health Department.	
Referral – please let us know if you’ve been referred to us by another vendor or individual.	

Please mail your complete original application to:

Fern Creek Community Association & Chamber of Commerce
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P.O. BOX 91564
Louisville, KY, 40291

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