

HISTORIC HYDE PARK
FARMERS MARKET 2019
PO Box 17
Hyde Park, NY 12538
845-229-9336

GENERAL RULES:

By signing this application, vendors agree to be familiar and comply with the rules, regulations and market operations as they are and as they may be amended by the Board of the Hyde Park Farmers' Market. Failure to observe these rules and regulations will result in suspension or terminations of market privileges. For further clarification of the rules and regulations, you should contact Hyde Park Farmers' Market Board chairman before you sign.

Market Goals:

A vendor will be expected to support the goals of the Hyde Park Farmers' Market.

- To provide the Hyde Park area residents and visitors with fresh, high quality regional produce and food products as well as local crafts.
- To support family-based farming, farmers and food producers primarily in the Hudson Valley and New York State as a whole.
- To educate customers regarding products sold at markets
- To operate a market that is safe, pleasant and meets the needs of the customers and the vendors

Operating Schedule:

**The market is located at 4390 Albany Post Road
(Parking lot across from Town Hall)**

Market Season and Hours for 2019

Saturdays 9:00 am to 2:00 pm

Official Opening Day: June 1, 2019

Official Closing Day: October 26, 2019

Set Up Starting at 8:00 am and clean up done by 3:00pm

**Market Manager: Paul Chenevert (H) 845-229-9336 (C) 551-579-3376 or
oakgreen@optonline.net**

Market Board Make-up and duties:

The Market board is volunteer board consisting of 3 local Hyde Park citizens and 2 participating vendors. There is 1 paid employee as a Market Manager.

The duties of the Hyde Park Farmers' Market Board include, but are not limited to the following:

Adopt, amend and enforce the rules and regulations of the Market. Establish the requirements for both vendor participation and product selection to ensure a sustainable mix of products. Determine an operational schedule, special events schedule, size and location of the Market. Develop an operating budget and raise funds to support the market, an advertising and marketing campaign. To hear vendor requests, concerns and grievances; make all final decisions on vendor participation and petitions. The Market Board will maintain a broad coverage liability insurance policy thru the Hyde Park Chamber of Commerce with \$1,000,000 against bodily injury and property damage. The Market Board can assign any of its responsibilities to the Market Manager or other indicated representatives for execution. A working Board member will act as the Market Manager in the event of the absence of the hired manager.

The duties of the Market Manager include the following:

Post all Market signage. Enforce the rules and regulations of the Hyde Park Farmers' Market. Perform booth inspections to enforce vendor product agreements. Assure the orderly efficient operations of the Market. Assign market spaces to vendors at the beginning of each Market day. Inform the Board of all problems or concerns which may arise from either vendors or customers.

VENDOR RESPONSIBILITIES:

Vendors may participate in the Hyde Park Farmers' Market at the invitation and permission of the Hyde Park Farmers' Market only. Vendors wishing to sell the following products are invited to apply for permission:

- Fresh foods such as local Hudson Valley grown fresh fruits, vegetables, plants, flowers, meat, poultry, eggs, and mushrooms
- Prepared foods such as locally produced dairy products, baked goods, smoked meats and fish, relishes, salsa, sauces, dried foods, honey, maple syrup, , herbs and herbal products.
- Specialty products such as cookbooks, market bags, ice, beverages such as coffee, tea, coco and other refreshments
- Crafts such as local "organic" or agriculturally related products such as soaps, candles, wool goods, hand made jewelry will limited to one of each kind to keep a balance in the Market.

Sale of products not listed above must be approved at least one week in advance by the Market manager and/or the Market Board. Vendors may not sell any products not approved by the Board.

Becoming a vendor at the Hyde Park Farmers' Market is a prerequisite to selling any product at the Market. Unauthorized solicitation, political or otherwise, is strictly prohibited at the Market.

Vendors are required to complete and submit the following forms: **NO** Application will be accepted without the following:

1. **Application page with vendor contact information and products description (Page 1)**
2. **Page with Signatures for the: (Page 2)**
Application/Product Agreement Form
Hold Harmless Agreement
Rules & Regulations Agreement
3. **Product page with either produce to be presented or products to be sold (Page 3)**
4. **Annual membership dues in the amount of \$25 Checks made out The Hyde Park Farmers Market**
5. **A copy of all applicable state and local licenses including board of health**
6. **Certificates of Insurance for one million dollars each in general liability coverage stating that both *The Hyde Park Farmers' Market, The Hyde Park Chamber of Commerce and Hyde Park Motors* listed as additional insured.**

Non Profit Organizations: Not-for-profit community organizations, (Scouts, Service Organizations, Churches) who wish to sell a product as a fund raiser, can rent a space for \$20.00 per date with permission of the Market Manager or Board member. The purpose/product to be sold must be submitted in writing one week in advance and the Market Manager and/or Board member will retain the right to give permission Any not-for-profit groups who wish only to promote their organization or future event for their organization, may ask permission to use the community tent. Permission must be requested at least one week in advance. NO political campaigning is allowed.

ATTENDANCE:

The Hyde Park Farmers' Market operates as a **rain or shine basis**. Full time vendors are required to attend all dates in the market season unless the market is officially cancelled due to extreme weather conditions. Part time or seasonal vendors are required to attend all dates listed on their application unless the market is official canceled due to extreme weather conditions. Vendors can contact the market Manager to see if extreme weather conditions has caused a cancellation of the market.

In the event that a vendor can not attend or will be late for a Market day, the vendor **must** notify the Market manager,

Paul Chenevert @ 229-9336

as soon as possible or no later that the Friday evening before or before 7:00 on the morning of the Market.

Failure to inform the Market Manager of non-attendance will be termed an unauthorized absence and be subject to a fine of \$25.00. Three unauthorized absences will result in a fine of \$75.00 and the vendor will be subject to termination at the discretion of the Market Board.

VENDOR & BOOTH FEES

Vendors shall pay annual membership dues of \$25.00

The fee for a full season vendor will be \$20.00 per week, per allotted space and \$10.00 for each additional space adjacent to the main site. *Space is 10' frontage by 20' deep.*

Fees will be collected during market operation on each Saturday. Fees can be paid in one month blocks.

There will be a \$35 return check charge.

PRODUCT SELECTION:

A product Agreement Form shall be submitted annually by the vendor indicating what he/she proposes to sell at the market. All required information shall be provided for a complete submission. Only those items that are approved may be sold at the market. Vendors who are approved to sell particular products at the market shall bring items in sufficient quantity to satisfy customer demand. If a vendor is unable to supply an approved product in sufficient quantity, the vendor may purchase items from another approved grower or vendor. All alternative providers shall be listed on the Purchasers Section Form to include farm name, address and phone number. If a vendor is still not able to provide sufficient approved items, then the Market Board will give permission for another vendor to sell. Non-approved items presented by a vendor for sale will be asked to be removed from the market. Failure by a vendor to abide by the Product Agreement may result in fines, suspension or termination. These measures are to ensure a sustainable product mix by maintaining an adequate variety and quantity of products for customer demand in accordance with the natural availability of those products within our growing region.

PRODUCT GUIDELINES:

All applicable federal, state and local regulations shall be adhered to when selling approved products. Goods presented for sale are expected to be of the highest quality. If the HPFM determines that a vendor offers inferior quality products, the vendor will be asked to remove the item (s).

AGRICULTURAL PRODUCTS:

All agricultural products displayed and presented for sale shall be grown by the vendor on land owned or operated by the vendor. *No non-local produce will be allowed.* Limited agricultural products purchased from other approved local farm/producers is allowed when accepted vendor is unable to provide sufficient items to meet customer demands. All providers shall adhere to the vendors Product Agreement and Rules and Regulations of the Hyde Park Farmers' Market. Permission to substitute produce not grown by selling vendor must be given by either the Market Manager or a Member of the HPFM board. Produce offered for sale shall be grown, harvested and cared for post harvest so as to assure customers receive fresh, high quality fruits and vegetables. Agricultural products should be free of visible defects, disease or insect problems and should meet standards for quality, freshness, size and grade.

FOOD PRODUCTS:

All prepared and processed food products displayed and presented for sale shall be produced by the vendor in an approved local production facility. Items are encouraged to contain ingredients that are either grown by or purchased from local farmers or dairies. The purchase of prepared or processed food products from other local farmers and /or producers to be presented for sale is allowed only when approved on the vendor's Product and Purchasers Agreement Forms and when in compliance with the rules and regulations. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. All products shall be packaged and labeled in accordance with NY State regulations.

BAKED GOODS:

All baked goods displayed and presented for sale shall be freshly baked and prepared from scratch by the vendor in an approved local production facility and should contain ingredients that are either grown or purchased from local farmers. It is encouraged to use locally grown fruits, vegetables and dairy goods when ever possible. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. *Unwrapped baked goods shall be covered and protected from the environment at all times.* Wrapped baked goods shall be packaged and labeled in accordance to NY State law.

FLOWER PRODUCTS AND PLANTS:

All flowers products and plants displayed and presented for sale shall be produced by the vendor on land owned or operated by the vendor or in an approved local production facility. Flower products, bedding plants and house plants should be free of defects, disease or insect problems and should meet standard for quality.

BEER AND WINE:

All wine products displayed and presented for sale shall be produced by the vendor in an approved local production facility and shall contain ingredients that are either self grown or purchased from local farmers. All beer product displayed and presented for sale shall be produced by the vendor in an approved local facility and shall contain ingredients that are either self grown or purchased from a local farmers when applicable. All wine and beer products presented for sale shall be free from defects and shall meet standards for quality. All produces shall be packaged and labeled in accordance with NY State regulations.

SIGNAGE:

All vendors are required to display in a clearly visible location, an attractive sign with the name and location of the their farm or business. All items presented for sale must be labeled properly and priced clearly. All items that have been purchased from other local farmers/producers are required to be labeled or have signage indicating the name of the local farmer/producer from whom they were purchased. Customers queries regarding farming/production practices shall be answered factually. Vendors are encouraged to have business cards or brochures available for customers. All growers/producers claiming organic status and wishing to advertise produce or other products as organic, shall be required to display appropriate certification. Customer queries regarding farming/production practices shall be answered factually.

STATE AND LOCAL REGULATIONS:

Vendors are individually responsible for conforming to all applicable Local, State and Federal laws and regulations.

Vendors selling taxable items shall display a valid NYS Certificate of Authority.

Vendors selling nursery an greenhouse crops shall display a valid NYS Nursery license.

Vendors selling processed foods, prepared foods and other perishable items shall do so in compliance with the requirements of the NYS Health Department and/or the Department of Agriculture and Markets.

Vendors selling by weight shall have scales approved by the Dutchess County Dept. of Weights and Measures..

Vendors selling by volume shall use standard size containers such as pint, quart, etc.

Vendors selling beer and/or wine shall display a valid NYS License

PETS: Vendors are asked to not bring pets to the market unless cleared with the Market Manager

HONESTY AND COURTESY:

NO form of discrimination is permitted at the Market.

Vendors shall be honest and courteous at all times to all occupants at the Market.

Disagreements with fellow vendors, customers and or Market management shall be handled in a respectful manner. Dishonest information, verbal threats, inappropriate signage or displays, or physical assaults shall be considered a violation which may result in suspension or termination from the Market.

BOOTH OPERATION:

Booth size may be limited by the HPFM and spaces shall be assigned by the Market Manager. Every effort shall be made to honor requests for a specific location as well as establish a consistent location for the vendor each week. Vendors shall bring their own facilities (tent/tables/chairs/signage) for displaying and selling their products. All display tables shall be covered with cloths. All facilities shall be in good working order and shall be constructed in such a way as to pose no safety hazard to customers and to allow ease of access to goods on display. ***Tents are to be secured at all time, not just during an inclement weather.***

Vendors are required to have arrived, parked, unloaded and displayed their products prior to the official opening time of the Market.

Vendors shall operate at the Market in a safe and sanitary manner. Vendors are required to keep their Market space neat and clear of obstacles, litter and debris during operations. Vendors are responsible for bringing garbage containers for disposal of paper products, wrappers and other debris for the convenience of their customers. Vendors are responsible for leaving their space clean and free of debris and litter at the end of each Market day. Vendors are required to remain at the Market for the entire Market day until the official closing time.

VENDOR GRIEVANCES:

All vendor grievances shall be submitted in writing to the Market Board Chairman. Vendors may request a hearing in front of the Market Board. Decisions made by the Market Board shall be in writing and shall be final. Vendors agree to waive rights to all other means of legal recourse and public demonstration. Vendors who are not satisfied with the decisions made by the HPFM may terminate their participation as their only means of recourse following a decision which does not satisfy the vendor.

TERMINATION OF VENDORS:

The Hyde Park Farmers Market reserves the right to terminate any vendor for violation of the Rules and Regulations or without cause. Vendors who are terminated waive all rights and remedies not otherwise specifically available within these Rules and Regulations. No refund of annual membership fee or weekly booth fee will be made to a terminated vendor.

Written and Revised 1/22/2019