

## **Eastwood Village Farmers' Market at the Parklands Vendor Regulations and Rules 2024**

These rules are a part of your agreement with Eastwood Village Farmers' Market at The Parklands (hereinafter the "Market").

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

- o Keep a copy for your records
- o Please return a signed copy with your application.

If you have questions, contact the Eastwood Village Council Chairman Sean Corser at 502-693-6438 or [sean@fbceastwood.org](mailto:sean@fbceastwood.org)

### **1. Market Location and Time**

**Location:**

Beckley Creek Park, No. Beckley Paddling Access, Louisville, KY 40245.

**Day/Time:** Saturdays 8am-12pm

**2024 Season:** May 25 to September 28

### **2. Vendor Fees and Membership (Table 1)**

- A. Annual Market Membership Fee = \$100 (producer vendors, food service vendors and alternates). All vendors must be paid members of the Market. Fee is due with application.
- B. Producer Reserved Space Fee = \$100 for the season. The fee guarantees vendors a specific reserved space for all market Saturdays during the 2024 season. Larger vendors may reserve two spaces. Fee is due with application.
- C. Alternate Fee = \$50 for the season. Alternates will share a reserved space with another Alternate (10 sessions each on agreed upon dates) for the 2024 season. Fee is due with application.
- D. Guest vendors (Vendors who are not paid producer, food service or alternate vendors), \$35 guest fee per occurrence.
  - o Once a guest vendor has participated at the Market for five occurrences, the guest vendor will not be charged for the remainder of the Market season and will be granted Market membership.
  - o Guest vendors will be allowed space only if there is space available for the requested Market Saturday.
  - o Guest vendors will not be given an allocated alternate slot in the rotating schedule unless a current alternate drops out of the rotation.

## 2024 MARKET VENDOR FEE SCHEDULE

**Table 1**

Vendor Type	Membership Fee	Space Fee	Total Fee
Permanent 1 space	\$100.00	\$100.00	\$200.00
Permanent 2 spaces	\$100.00	\$150.00	\$250.00
Alternate Vendor	\$100.00	\$50.00	\$150.00
Guest Vendor	0	\$35.00	\$35.00

### 3. GOVERNANCE OF THE MARKET

- A. The Market will be governed by the Market Committee
- B. Day to day management of the Market will be the responsibility of the Market Manager and/or the Eastwood Village Council chairperson
- C. Market Committee
  - a. Eight (8) member consisting of Eastwood Village Council members, vendor representative(s) and outside members, plus the appointed Market Manager
  - b. Decisions of the Market Committee are final as to all matters involving the operation of the Market.
- D. Duties:
  - a. The Market Committee will review each ‘first-year’ Permanent Member immediately following the close of the market season, and may elect to rescind Permanent membership status for any reason.
  - b. The Market Committee will seek to maintain product selection with appropriate numbers of vendors in the following categories.
    - o Fruits/Vegetables
    - o Eggs/Meats/Cheeses/Mushrooms

- Plants/Cut Flowers
- Baked goods, jams, jellies
- Honey, herbs, sorghum, soaps, candles, other

**Grievance Procedures:**

- a. The Market Committee will be responsible for enforcement of the rules.
- b. Any formal complaints or grievances will be submitted in writing to the Market Manager and the Committee
- c. Any Vendor deemed not in compliance with the regulations of the Market will receive the following from the Market Committee:
  - 1) First Offense = a warning for non-compliance
  - 2) Second Offense = a request to vacate the premises for a designated Time.

3) Third Offense = banning from selling at the market for either one year

or

Indefinitely. Reinstatement will be by application only.

**4. PRODUCT AND SALES REGULATIONS**

- A. Participation in the Market requires the submission of an application and selection by the Market Committee.
- B. Only those items listed on the vendor's confirmation letter may be sold.
- C. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market
- D. The Market Manager or designee has the discretion to
  - a. make allowances or exceptions for the sale of items not listed on a Vendor's confirmation letter,
  - b. The sale of non- resident products (items not made or grown locally) based on the potential benefit that doing so would add to the overall appeal and attractiveness of the Market.
  - c. Exceptions may include food and drink items sold by prepared food vendors.
- E. All products and produce sold by vendors must be locally produced or grown by the individuals, families, groups or farms.
- F. Locally grown or produced is defined as Jefferson County, KY and adjacent counties.
- G. Products made from locally grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments etc.

- H. In addition to agricultural, horticultural, and food items, non-edible products maybe sold at the Market such as dried flowers, dried flower arrangements, vine wreaths, gourds, body care products and beeswax candles.
  - a. All materials must be found, grown, foraged and/or produced by the vendor on local farm or land.
- I. **Consignment selling** is permitted
- J. Whereby a vendor (grower or producer) consigns his product/produce to be sold by another vendor, provided produce/products are grown/processed locally, as defined above.
  - a. Any produce sold at the market that is not grown by the vendor must be designated on the vendor application in the consignment selling section and approved by the market.
  - b. **No items from the Louisville Produce Terminal produce auctions, or any other wholesale outlets are allowed.**
- K. **Vendors** are responsible for conforming their products or produce to applicable USDA standards and guidelines.
- K. **The Market** reserves the right to
  - a. 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.
  - b. The market will conduct farm visits to ensure compliance with the market rules & regulations.
- L. **Produce offered for sale must be**
  - a. Grown, harvested and cared for post-harvest to assure customers receive fresh, high-quality fruits and vegetables.
  - b. Culls and produce with only a limited shelf life remaining, which may be useful for processing (i.e. sauces), must be labeled as such.
  - c. The Market Manager or designee may remove poor quality produce.
- M. **ORGANIC PRODUCTS OR PRODUCE:**
  - a. Must be third party certified according to USDA standards by a recognized organic certifying agency.
  - b. Certification letters must be available for inspection at your stand.
  - c. Verbal or written declarations of organic status that are not documented as required will result in suspension from the Market.

**N. PROCESSED FOOD**

- a. Vendors must be certified through the Kentucky Department of Public Health as either a Home-based processor or Home-based microprocessor (Kentucky HB 391)
- b. Have a valid temporary farmer's market food service permit.
- c. A copy of these permits must be provided to the Market Manager and displayed by the vendor at the Market.

**O. PRICING**

- a. Vendors will determine their own pricing.
- b. Vendors are may not engage in the systematic or deliberate underselling of other vendors.

**P. No live animals will be sold at the Market.**

**Q. WINE AND CRAFT BEER**

- a. Only locally produced wine and craft beer may be sold by licensed vineyards and breweries at the market. (See paragraph 4.b. where "locally grown or produced is defined as Kentucky.")
- b. No other alcoholic beverages or drugs will be sold or used at the market.

**R. Smoking is NOT PERMITTED at the Market.**

**5. ANNUAL MARKET MEETING**

- A. The Market will hold an annual Spring Market Kick-off meeting at the beginning of the season.
- B. Vendors are required to attend this meeting and turn in the signed Release & Indemnification Form, Vendor Application, copies of required insurance forms, and applicable fees based on the fee schedule as spelled out in section 2.

**NOTE:** The Rules and Regulations may be amended or revised from time to time by the Market Committee.

**6. Vendors Responsibilities**

- A. Vendors will maintain their booth from 8 a.m. to 12 Noon.
- B. Vendors must have their vehicles out of the market by 7:45 a.m.
- C. Vendors will not begin breaking down until 12 Noon.
- D. Market prices for all items must be visibly posted.
- E. All Consignment items must be labeled as such.
- F. Vendors will operate their stands in a safe and sanitary manner:
  - a. Arrange their tables to create an attractive display,

- b. Keep their sales areas clear of debris, and
- c. Keep edible products off the ground.
- G. Vendors must be honest and courteous at all times.
- H. Disagreements must be handled in a respectful manner this includes:
  - a. other vendors,
  - b. the Market Manager,
  - c. Market Committee,
  - d. customers
- I. Vendors, not the Market, are individually responsible for conforming to all city, state and federal laws to include:
  - a. The securing of any licenses or certifications required for the operation of their Market space and for the items, they sell or distribute at the Market.
  - b. Vendors will comply with and satisfy their sales tax obligations.
- J. SCALES
  - a. 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.
- K. TRASH:
  - a. Vendors will clean their sales area and take home all refuse at the end of each Market day
  - b. Vendors selling readily consumable items (all prepared food vendors) **must Provide an** approved waste receptacle for used wrappers, napkins, cups, etc.

## 7. ATTENDANCE EXPECTATIONS

- A. Vendors are expected to make 90% of the market dates.
- B. Vendors who cannot attend the Market on any particular market day will
  - o notify the Market Manager or the Eastwood Village council Chairperson by 5pm on the Thursday **before** the business Saturday
  - o Absences without notice may result in space reassignment or termination from the Market
    - o Vendors requiring extended absence from the market must discuss this with the Market Manager or designee as soon as possible.

## 8. VENDOR SPACES

- A. Reserved spaces
  - Will be assigned at the beginning of the season by the Market committee member in charge of logistics giving preference to vendor attendance and application order from the prior seasons.
  - Those vendors with 90% + attendance have first option to retain their assigned space from the prior year.
  - A designated area will be marked for food service vendors requiring electricity. .

## 9. VENDOR PARKING

- A. Due to limited space in the Market area, all vendor vehicles (including trailers) must be parked in vendor parking designated spots as determined by the Market Committee.
- B. The Market Manager may make exceptions, rarely and selectively, at his/her discretion.

## **Release and Indemnification**

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 Market Manager, the Market Committee Members acting in that role, The Parklands Of Floyds Fork, and Eastwood Village Council, Inc., also referred to in these Rules and Regulations as Eastwood Village Council, and its 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 the 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.

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.

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO BE BOUND AND ABIDE BY THEM IF ALLOWED TO PARTICIPATE IN THE Eastwood Village Farmers' Market at The Parklands:

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Print name of Applicant signing above: \_\_\_\_\_

Print name of Farm or Vendor: \_\_\_\_\_

Email Address: \_\_\_\_\_

(End of Document)