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2010 Lawrenceville Farmers Market - Vendor Registration Form

Mail application, fees, Insurance documents, Lawrence Township retail permit, and sanitary inspection to:

Executive Director, Lawrenceville Main Street
17 Phillips Avenue * Lawrenceville * NJ * 08648
609-219-9300 * fax 609-219-9301

Vendor Name _____ Phone _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____

Will you accept food stamps? Yes ____ No ____ WIC Coupons? Yes ____ No ____

Are you a certified organic grower? Yes ____ No ____

What size/type of vehicle will you be bringing to the Market? _____

List all products you will be selling at Market: _____

Registration Fee: \$450.00 for season (\$200.00 deposit due by May 21, 2010, with the balance due by June 20, 2010). Any special fee arrangements must be made with the Executive Director of Lawrenceville Main Street. All fees are non-refundable

Also enclose: Insurance documents, Lawrence Township retail permit, and sanitary inspection.

(Make check out to "Lawrenceville Main Street") TOTAL ENCLOSED \$ _____

I, _____, am an authorized representative of the Vendor named above and have authority by the Vendor to enter into this contract. I have received and read the 2010 Lawrenceville Farmers' Market Policies and understand that the Vendor's participation in the Market is subject to these. Vendor agrees to comply with these Policies as well as all Federal, State and local laws, especially those relating to health, safety and labor standards.

Date

Signature

Title

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2010 LAWRENCEVILLE FARMERS MARKET POLICIES

PURPOSE: The Lawrenceville Farmers' Market has been established by Lawrenceville Main Street, Inc. ("LMS") to give local and regional agricultural producers the opportunity to market quality products grown or produced on their farms, to provide consumers with access to fresh, high-quality farm products, and to attract business activity to the Lawrenceville Main Street area.

PARTICIPATION: Registration is open to established farming operations engaged in the production of agricultural products as well as certain non-farmer vendors which shall be accepted at the discretion of LMS. LMS reserves the right to expand participation as it deems appropriate.

MARKET MANAGER: The Market Manager will be responsible for all Market operations. In his absence a representative of LMS will be present on-site each Market Day. The Market Manager has the right to require that Vendors comply with these Policies and may demand that any Vendor or product that does not comply be removed. All questions, comments, and disputes should be referred to the Executive Director, Lawrenceville Main Street, Lawrenceville, NJ 08648, telephone (609) 219-9300, fax (609) 219-9301, director@lawrencevillemainstreet.com

FEES: \$450 for the 2010 season (June 6, 2010 through October 31, 2010). A \$200.00 deposit will be due by May 21, 2010, with the balance due by June 20, 2010. Any special fee arrangements must be made with the Executive Director of Lawrenceville Main Street. All fees are non-refundable. Checks should be made out to "Lawrenceville Main Street." Market fees collected will be used for advertising, promotion and special events, as well as the general management of the Market.

CANCELLATION POLICY: LMS reserves the right to cancel any Market date for any reason including, but not limited to, weather, lack of participation, and conflicting events. In the event of a vendor cancellation, Market fees will not be refunded.

LOCATION/TIME: The Market will be located at 16 Gordon Avenue, Lawrenceville, New Jersey in the Lawrenceville Fuel Parking Lot and will operate every Sunday from June 6 through October 31 from 10:00 am to 3:00 pm. Vendors may arrive no earlier than 8:00 am to set up and must vacate the premises no later than 4:00 pm. They must be set up 10:00 am. No sales may be made before 10:00 am.

INSURANCE: Vendors must maintain liability insurance *and motor vehicle liability* with minimum limits of \$1,000,000.00 for the duration of the Market season. **With this application,** each Vendor must provide a valid certificate of liability insurance, showing policy number, deductible (*which shall not exceed \$250*), and amount of coverage and naming the Town of Lawrence, Lawrenceville Main Street, Inc., and Lawrenceville Fuel as additional insured. The

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certificate of insurance must also provide that the insurance cannot be cancelled without 30 days prior written notice to the additional insured. Any Vendor which fails to meet this requirement shall be prohibited from participating in the Market.

INDEMNIFICATION: By participating in the Market, each Vendor acknowledges and agrees to indemnify and save harmless the Town of Lawrence, Lawrenceville Main Street, Inc., and Lawrenceville Fuel from liability for any damage or loss or any violation of law that occurs during or in connection with the Vendor's participation in the Market, whether it be caused by the negligence of the Vendor, its agents, employees, servants, *by Lawrenceville Fuel* or otherwise. Each Vendor also agrees to defend against any claims brought or actions filed against the Town of Lawrence, Lawrenceville Main Street, Inc. and Lawrenceville Fuel with respect to the subject of the indemnity contained in this agreement, whether such claims or actions are rightfully or wrongfully brought or filed. If, in enforcement of any part of this indemnity contract, the Town of Lawrence, Lawrenceville Main Street, Inc., or Lawrenceville Fuel shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, the Vendor agrees to reimburse the party or parties for such expenses, attorney's fee, or costs within thirty days after receiving written notice. *This indemnity obligation shall continue to be enforceable even if any damage or loss is attributable to the negligence, action, or inaction of Lawrenceville Fuel.*

COMPLIANCE WITH LAW: Vendors must comply with all local, state, and federal laws including, but not limited to, Chapter 12 of the New Jersey Sanitary Code and those relating to public health, safety, and consumer protection.

MARKET STALLS: Market stalls will be approximately 20' long x 10' deep. Additional room will be provided for Vendors' vehicles, however, the size and number of vehicles parked at the Market may be limited as necessary. Each Vendor is entitled to one Market stall; multiple stalls will not be assigned to Vendors from the same farm, business, or facility of any kind. Market stalls will be assigned by the Market Manager. It is anticipated that assigned spaces will be made for the duration of the season, however, LMS reserves the right to move Vendors as it deems appropriate. Spaces assigned to Vendors are to be used only by that Vendor. No sub-leasing or assignment of Market stalls will be allowed. Vendors are expected to participate in each Market Day during the season. If unable to attend a scheduled Market Day, Vendors must notify the Executive Director or Market Manager at least 24 hours in advance; failure to do so may lead to re-assignment of Market Stall. All paid fees are non-refundable.

ORDERLY MARKET OPERATION: Vendors must conduct their operations in a business-like manner and maintain assigned Market Stalls in a clean, neat, and orderly condition. Display tables, signs, and any other form of display must be set up so that no Vendor blocks or limits the view or access to another Vendor or the flow of foot traffic. Vendors and employees must be fully clothed including shirt, pants/skirt/shorts, and shoes. Prices for all products must be clearly posted during Market hours. Pricing is at the sole discretion of the individual Vendors; Lawrenceville Main Street will not intervene in pricing disputes between Vendors except to the

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extent that there is a claim of violation of law or other inappropriate conduct. Produce may be sold by the count, weight, bunch, in containers or any other manner which is legal and appropriate. All containers must identify the net weight of the contents. Products that are not fresh or of good quality may not be displayed or sold at the Market. Hawking or shouting to attract customers will not be permitted. Vendors are responsible for cleaning the area in and around their Market stalls before and after each Market day. Vendors must provide at least one trash receptacle. Waste (garbage, trash, packaging, by-products, etc.) generated by the Vendor's business must be removed from the premises and disposed of back at the Vendor's farm or other appropriate location; there shall be no trash disposal facilities provided at the Market. Disputes between Vendors or between Vendors and the Market Manager must be addressed as set forth in "Disputes" below.

FARMERS' MARKET TO PROVIDE: Each Vendor will be provided with one Market stall. Advertising and promotional efforts will be made using Market fees collected from Vendors.

VENDORS TO PROVIDE: Vendors must provide their own display tables, tents, scales, signs, trash cans and liners, bags, electrical power, and all other items necessary to conduct their business. Scales must meet all requirements of the County Department of Weights and Measures. Vendors must display at least one sign in a prominent location stating the Vendor's name and address. Vendors must remove all waste from the premises.

PERMITTED PRODUCTS: Products sold at the Market should be produced from the farm of the Vendor except certain non-farming may be sold at the Market except as specified below. LMS may limit Vendors to two which sell similar specialty items such as flowers, baked goods, honey, etc. Products sold as organic must comply with the National Organic Standards.

Leased land - Vendors may utilize leased land only if all aspects of production and maintenance are conducted under their direct management. The Market Manager may ask for a copy of the lease agreement and proof that the Vendor performs or supervises all work associated with the production of the crop. Proof may include but is not limited to seed receipts, pay roll records, spray records, orchard equipment, etc. Leasing of orchard land is permitted only if it is done on a long-term (+3 years). Vendor must provide a copy of the lease agreement with the Vendor Registration Form.

Cider and fruit juice - Vendors selling cider and fruit juice must be the producers of those fruits. Pressing can be done off farm, however, if not pressed on farm, Vendor must post the name and address of the mill at the Market. At least 60% of fruit in the juice must come from the Vendor's orchard. No cider or juices can come from anywhere other than New Jersey. No concentrates are permitted.

Baked or processed items - Baked or processed items may be sold providing Vendors submit a copy of their County Health Department's annual Sanitary Inspection Report with the Vendor Registration Form.

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Purchased Items - A Vendor may petition LMS to sell a purchased agricultural product at the farm market, not grown on the Vendor's farm, for a specified period of time. Approval will be given by LMS based on the following criteria:

1. The product is purchased directly from another New Jersey farm operation where it was grown (or farm within 50 miles).
2. It has been determined by reviewing crop plans and surveying other growers in the market that there will not be a sufficient quantity and quality of that product in the market to satisfy demand during the specified time period. Sales of purchased items will be allowed only after growers of the crop have been sold out.
3. A maximum of 5 crops (all varieties/cultivars of a crop are counted as one crop) may be purchased and will account for no more than 40% of all products offered for sale by the farmer, both in number and sales space, at the beginning of each sales day.
4. The offering for sale of purchased items will not deter from the purpose of the Farmers Market, nor negatively impact its viability. Approval may be withdrawn with one-week prior notice.
5. Purchased items must be identified as such at the Market by indicating the farm name and location where they were purchased.

Partnerships - Full partnerships of two individual farmers sharing in the production of crops can participate in the Farmers Markets only with written pre-approval from the Market Manager and supported with a partnership agreement filed in the county the farm is located. A full partnership is defined as two individual farmers actually sharing in the production (planting, cultivation, pest control, and harvest) of crops. This cannot be a brokerage arrangement. It is the grower participant's responsibility to submit a legal partnership agreement to the Market Manager before bringing the partnership's products to market.

INSPECTIONS: Lawrenceville Main Street or its agent may, but is not obligated to, inspect each Vendor farm during the Market season to verify agricultural products being grown, acreage, and scheduled time of harvest.

DISPUTES: The Executive Director of LMS, Market Manager *and Lawrenceville Fuel* have the right to evict any Vendor from the Market *for any reason or for no reason.* .

VIOLATIONS: If the Market Manager determines a grower is in violation of the regulations, the grower will be notified by phone or in person, and a written notice will follow. Vendors found in violation Farmers will be billed \$125 for re-inspection if a violation is found. Farmers will receive copies of their farm inspection report as well as the Market Manager. If the violation continues, the following penalties may be assessed:

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PENALTIES: One violation - a warning letter issued and/or suspension from the market(s) where the violation was found for one day.

Two violations – *A fine in the amount of \$250.*

ALL VIOLATIONS PAID WITHIN 2 WEEKS OF DATE OF ISSUE

Major violations in which suspension from a market was necessary are cumulative and stay on a growers record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

APPEALS: Upon receiving a violation notice, you may request an appearance before the Executive Director to contest the findings. A meeting will be called within two weeks of your request. Items in violation may be suspended from sale until the hearing. To assure speedy resolution of violations, an enforcement subcommittee may hear your case in lieu of a full committee. *The decision of the Executive Director is final and unappealable.*

Market Contact:

Lawrenceville Farmers Market
Arthur Schonheiter - Executive Director
Lawrenceville Main Street, Inc.
17 Phillips Avenue, Lawrenceville, NJ 08648
T: 609 219 9300 F: 609 219 9301
e-mail: director@lawrencevillemainstreet.com