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Bedford Farmers Market Rules,  
Procedures and Operating Guidelines  
&  
2023 Market Vendor Contract

A Bedford Revitalization Inc./Indiana Main Street Event

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Annual Membership Dues: \$50  
or  
Membership per Week \$10

Annual Reserved Booth: \$10/per space

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Dates/Times:  
Saturdays: 8 am – 12 pm  
May 20th – October 28<sup>th</sup>

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*Current Bedford Farmers Market Committee Members:*

***Market Manager: Allison Roodschild***

*8244 State Road 58E*

*Heltonville, IN 47436*

*812-276-5632*

*(calls will not be returned without text or voicemail)*

*farmersmarket@downtownbedford.org*

***Cindy Hunter***

*1922 Mundell Church Road*

*Heltonville, IN 47436*

*(812) 834-5806*

*huntersfarms1973@gmail.com*



***Kortni Peek***

*8170 US Hwy 50E*

*Bedford, IN 47421*

*(812) 834-5660*

*kortnipeek@gmail.com*

## **Community Partners**

Donations to the Bedford Farmers Markets are tax deductible. We will issue receipts upon request. We will acknowledge significant donators publicly, where the donator is identifiable. We will honor requests for anonymity. Checks should be made payable to: Bedford Farmers Market.

The businesses listed below have graciously donated goods and services to Bedford Farmers Market. Please give them your business when you can and thank them for supporting our community market:

Bedford Chamber of Commerce

Bedford Federal Savings Bank

City of Bedford

Mayor's Office

Parks Department

Police Department

Street Department

Duke Energy

IU Hospital of Bedford

Lawrence County Commissioners

Lawrence County Community Foundation

Lawrence County Economic Growth Council

Lawrence County Farm Bureau Inc.

Lawrence County Purdue Extension

Master Gardeners of Lawrence County

## **2023 Farmers Market Vendor Contract**

### **➤ Mission Statements**

BRI Mission Statement:

Bedford Revitalization, Inc. (BRI) is a nonprofit organization dedicated to strengthening partnerships, supporting businesses, and attracting visitors while building community relationships to promote a vibrant downtown district.

Bedford Farmers Market (BFM) Mission Statement:

To provide an outlet for farmers and gardeners to sell locally grown food and for artisans to sell locally produced handicrafts; thereby, creating a market that improves our food security while at the same time enriching the community with a creative and vibrant atmosphere.

### **➤ Market Times/Locations**

At the current time BFM will operate a Saturday market. The Saturday market season will begin on Saturday, May 20th and run until the last Saturday in October.

The Saturday Market will be held on the west side of the Bedford Courthouse Square going from 8 am to 12 pm. Vendors will be allowed to stay longer to accommodate additional customers when necessary. An alternate location of BFM, on the east side of the Bedford Courthouse Square, will be utilized during occasional downtown events.

### **➤ Application Process**

A person who wants to participate in the BFM is first required to submit a vendor application. Upon approval, the vendor will be required to sign the BFM Vendor Contract stating they will abide by all rules and regulations as set forth by the BFM Committee, BRI, and all applicable State, County or City ordinances. Approved Vendors must also submit the required supporting documents and fees. Vendor approval is at the discretion of the BFM Committee.

### **➤ Who can sell?**

Vendors must live in Lawrence County or within a 75 mile radius. A vendor or vendor family consists of those individuals living together at the same address. Parents may register as vendor to include minor dependents only. Multiple vendors may share one booth however each vendor is responsible to purchase an individual membership regardless of space occupied.

Vendors agree to only display or promote goods and services as outlined in their vendor agreement. Vendors are not permitted to display or distribute information that is not related to items being offered for sale.

There will be an annual fee of \$50 per vendor selling at the BFM. Fee is valid for remainder of the current market season. An alternative to the annual fee will be a weekly market fee of \$10 for those individuals unable to commit to more than four weeks. Annual renewals will be registered at the beginning of each market season.

Vendors will be allowed to name alternate selling representatives. All alternate selling representatives must be disclosed on the contract to be permitted to sell at the BFM. Also, alternate selling representatives must identify themselves when selling on the vendor's behalf. Vendors may NOT use alternate selling representatives to occupy a second sales space at the market.

Any vendor and or alternate selling representative under the age of 16 must be accompanied by a guardian; proof of age can be requested by the Market Manager and/or the Committee.

### ➤ **What can be sold?**

Vendors will sell only produce grown, products created or services rendered (as it relates to the products offered for sale) by the vendor. Reselling is strictly prohibited! No product offered at the BFM shall be purchased at an auction, wholesaler or retailer. Any vendor who is found to be buying and re-selling goods from the aforementioned will be asked to leave the market permanently. The selling of pets or any essential product not produced by the vendor is prohibited. No live animals may be sold or given away.

Accepted products will fall into one of these categories: Unprocessed Products, Processed Food Products, Handicrafts, Services and Direct Sales (restrictions apply).

All products sold must follow State health code regulations. Lawrence County Health Department can be contacted at (812) 275-3234. Proof of liability insurance is strongly suggested.

The Committee and Market Manager reserves the right to verify that all products are locally grown, collected, created or crafted. This includes visiting the farm, home or site where these products originated. Refusal to accommodate a site visit will terminate the contract. Final determination of compliance with this rule is at the discretion of the Committee.

#### Unprocessed Products

All unprocessed food products (produce/plants/flowers) must be locally grown/collected by the vendor. "Local" includes Lawrence County, Indiana or areas within a 75 mile radius. Vendors may sell organic produce according to state guidelines. Any grower that wishes to sell "organic certified" must follow the USDA rules on organic produce to declare it "organic certified".

#### Processed Food Products

Vendors may sell a variety of homemade goods in compliance with HB1309, HB 1149 and the Lawrence County Health Department. Vendors are encouraged to use locally grown/collected ingredients in preparation of processed food products. Examples would be, but are not limited to: jellies and jams, preserves, syrups, flavored oils, vinegars, fermented products, cakes, pies, breads and dried products using produce grown in the Lawrence County region. No reselling of processed food products is allowed. All products sold must follow State health code regulations. Copies of all permits and licenses required by state health laws must be submitted with signed contracts.

#### Handicrafts

All items must be hand crafted by the vendor. No reselling is allowed. Vendors are encouraged to use as many locally produced materials as possible. The Committee and Market Manager reserve the right to verify that all items are handcrafted/value added (not for resell) and to not allow the vending of non-craft items.

#### Services

Individuals may sell services that strive to better our community during the market hours, as long as said services are within the scope of the BFM mission statement and are pre-approved by the BFM Committee/Market Manager.

#### Direct Sales Representatives

On special occasions BFM will allow individuals operating as independent consultants of a direct sales company to sell items that complement the overall environment of the weekly market. These products will be approved by the BFM Committee/Market Manager on a case by case basis but must always remain appropriate with-in the scope of the mission statement of the BFM.

- Categories deemed appropriate/complementary:
  - items related to cooking, food preparation (e.g., Pampered Chef, Tupperware, spices, cutlery)
  - items related to healthy living (e.g., essential oils, supplements, natural cleaning products)
  - items focusing on family/child activities (e.g., Discovery Toys, books)

- Restricted items:
  - any product that is commercially produced that could otherwise directly compete with handmade/homemade products of the vendors (e.g., jewelry, prepared food)

### ➤ **Set-up Procedures**

Booth space will be limited to one parking space on the west side of the square; canopies need to be no larger than 10'x10'. Vendors who need more than one space or with canopies larger than 10' will be required to purchase an additional spot. To purchase an annual reserved space a fee of \$10 will be required per season per booth/parking space. (Example: Membership \$50 + reserved location \$10 + oversized canopy/additional booth \$10= total due \$70)

Vendors are asked to stay within the space size assigned to them and to always be mindful of how their displays may affect their neighboring vendor(s). Vendors are asked to make efforts to keep the walks clear so that market shoppers can easily move about.

Set up in exit lanes of the square is only allowed when assigned by the Committee/Market Manager. Late entry or early exit must be arranged with the Market Manager for everyone's safety. Once barricades are up no moving vehicles are permitted inside the market area without Market Manager approval.

Set-up may begin one hour prior to the opening of each market. Vendors must cooperate with the Market Manager and/or the Committee when setting up their site each week. Vendors must arrive at the Market to set up no later than 7:45 a.m. Vendors not arriving by 7:45 a.m. will forfeit their reserved space for that day. Vendors must occupy their space ready to sell by 8:00 a.m. to accommodate customers and to ensure credit for the day's attendance. Vendors may not exit the market until 12:00 p.m. without notifying the Market Manager of necessary circumstances.

### ➤ **Reserved Booth Space**

Established vendors will be grandfathered into their reserved spaces from the past season, unless a change is requested. Change requests will be reviewed by the Committee and Market Manager before re-assignment occurs; all appropriate factors will be considered. Vendors will be assigned a reserved space when they register, if they so choose; otherwise, they will occupy a vacant space upon contacting the Market Manager. Space assignment will always consider safety and electrical access points as priority for vendors who require electrical access.

Vendor registration does not purchase a reserved space. The Committee/Market Manager will honor reserved spaces to the fullest extent possible. Circumstances may dictate that a vendor must adjust his or her space as needed. We appreciate and expect your cooperation.

### ➤ **Late or Can't Attend**

Vendors with reserved parking must inform the Market Manager if they will be arriving late or if they will not be able to attend a market day in advance. Vendors may report an absence by contacting the Market Manager. Text or Facebook Messenger is the preferred method. Calls should be made before 10 p.m. on Fridays or between 6:30 a.m. and 7:30 a.m. Saturday mornings. Always leave a message if your call goes to voicemail

### ➤ **Partner Programs**

The BFM is registered to participate in the Indiana Department of Health's WIC Farmers Market Nutrition Program (WIC FMNP) as well as local community grants. Participation by vendors is voluntary but may require registration with the agencies and compliance with specific rules.

### WIC FMNP

Vendors selling fresh produce are eligible to participate but must be registered with the Indiana Department of Health and maintain compliance to their guidelines. Vendor participation is optional but encouraged.

Only registered vendors with an ISDH vendor ID may accept vouchers from customers. Vendors must maintain an active registration with the WIC program, including registration of the market you will accept vouchers at. It is a

violation for a registered vendor to redeem WIC FMNP vouchers for a non-registered vendor. WIC sign must be displayed to inform customers of your participation. Signs are distributed by the Indiana Department of Health.

➤ **Market Courtesy Regulations**

**TOBACCO AND ALCOHOL FREE**

The Bedford Farmer's Market area has been declared a tobacco and alcohol free zone. BFM supports Indiana's Smoke Free Air Law, House Enrolled Act 1149. Since July 1, 2012, nearly all public places in the state, including restaurants and other workplaces, became smoke-free. Smoking, chewing or use of tobacco or alcohol by vendors or customers is forbidden during the market operation. Visitors to the BFM can enjoy the benefits of smoke-free air and reduce their risk of developing chronic diseases and other health problems associated with breathing secondhand smoke. For more information visit <https://www.in.gov/health/tpc/indianas-state-smoke-free-air-law/>

**NO LIVE ANIMALS**

Indiana State law prohibits live animals within a retail food establishment; therefore, the market areas have also been declared an animal free zone. Having animals within a vendor booth is a health concern since we are selling fresh food. Also due to potential dangers of animals fighting and such like, vendors and customers are being requested to leave pets at home during the market operation. Service animals are exempt.

**PARKING**

Parking along "J" Street at the Courthouse Square will be reserved for customers. Vendors should move vehicles from this area immediately after unloading.

**BOOTH LABELING**

Vendors must display their individual/Business/Farm name within their booth. This can be accomplished with a temporary or permanent signage. This allows the Market Manager, fellow vendors, and customers to know the individuals with whom they are dealing.

**VENDOR CONDUCT**

All vendors are requested to present themselves in a way respectable to the public and their fellow vendors as well as dress appropriately to the market environment. Vendors must wear appropriate attire and shoes at all times. Inappropriate attire includes crop tops and clothing with overt commercial, religious or political messages on them. Market Management may send inappropriately dressed market participants home to change their clothes. Vendors are encouraged to ask Market Management in advance if they have any questions regarding the propriety of their dress to avoid being sent home to change their clothes.

Cursing, vulgar and obscene language will not be tolerated regardless of who it is directed at. Lewd or suggestive behaviors will not be permitted.

Vendors of the market agree to refrain from hawking (i.e., offering for sale by calling out) their products. Vendors should not follow any customer to another booth with the purpose of luring them away. Vendors may make samples of their products available, however sampling is at the discretion of the consumer (i.e., should not be forced onto the customer.)

**CLEAN-UP**

Market participants are responsible for maintaining their space in a clean and sanitary manner with attention to public safety and respect for the use of this public space by others following the end of the market. Market participants are responsible for cleaning all trash and waste of any kind including sweeping up any debris within and around their allotted space.

Any mode of transportation cannot leave waste behind (i.e. oil, horse manure). All vendors are responsible to remove or clean up any debris or waste created by their mode of transportation.

### ELECTRICAL OUTLETS

Access to electricity will be available to vendors for an annual fee of \$10. There is limited access to electricity at the BFM. If extension cords are used, they must be designed for outdoor use, be three-prong, safely secured at all times, and out of the way of foot traffic. Outdoor extension cords offer protection from moisture, direct sunlight and abrasion. Devices with two-prong plugs (like appliances) can be used safely with a three-prong extension cord. However, vendors are responsible for providing their own refrigeration/cooking sources and extension cords. Generators are not permitted for use at the farmers market without Market Management approval.

### PRICING

Vendors agree to participate in the collection of attendance, sales data, reporting of availability and pricing to help the overall growth of the market.

BFM prohibits pricing determined to be non-competitive. Vendors are prohibited from the dumping of goods, unloading surplus or lower quality products at deep discount prices. This policy will be enforced by the Market Manager and/or the Committee. Vendor pricing should consider quality and supply, it is suggested you check area stores prices regularly. When selling lower quality merchandise vendors must mark product accordingly (i.e., seconds, over-ripe, etc.).

Vendors agree to post the pricing of all products clearly per WIC program requirements.

### INCLEMENT WEATHER

The BFM is outdoors and open rain or shine. Participation on market days with severe or inclement weather is at the discretion of growers or producers. Be sure to notify market personnel of your decision not to participate 48 hours ahead of time. In cases of weather reports predicting inclement weather, such as high winds, severe thunderstorms, tornado warnings, etc., Market Management reserves the right to cancel the market. If Market Management cancels the market, participants will be notified of the closure in a timely manner by email or phone submitted on your Vendor Application.

### DISPUTES

It is the intent of the BFM to offer customers fresh, quality farm products. All complaints and/or concerns, whether from participants or customers, should be reported to Market Management and submitted in writing. Market Management will address all issues appropriately. NOTE: The Market Manager and Bedford Farmers Market Committee are assisted by the board of directors of Bedford Revitalization, Inc.

# Quick Guide to becoming a New Vendor with the Bedford Farmers Market

We are glad you have decided to participate in our local farmers market. In an effort to help the market run smoothly, the BFM Committee has outlined the rights and responsibilities of the vendors in the Market Rules.

Understanding the rules of the market will advise you of expectations for market vendors so you may comply with the rules and prevent misunderstandings.

## **Process:**

- ❖ Submit new vendor application. (by mail, email or in person)
  - Application will be reviewed.
  - Vendor approval is at the discretion of the BFM Committee in accordance with by-laws.
  
- ❖ Upon vendor status approval, vendor must return signed BFM Vendor Contract signature page.
  - Include required supporting documents.
  - Payment of fees must be made prior to the set-up.
  
- ❖ Welcome to the Bedford Farmers Market!



# New Vendor Application Bedford Farmers Market

Office Use Only
Received: _____
Status: <input type="checkbox"/> Approved <input type="checkbox"/> Denied
Notification: _____

(Previously approved/Returning vendors may omit this page if there are no changes to previous information provided.)

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Booth/Farm Name: \_\_\_\_\_

Physical Address of Farm or Home where products originate:

\_\_\_\_\_

Website/Facebook Page: \_\_\_\_\_

Please indicate the categories your products belong to and provide descriptions.

Unprocessed products (e.g., produce, plants, flowers)

\_\_\_\_\_  
\_\_\_\_\_

Processed food products (e.g., cottage food/home-based vendor)

\_\_\_\_\_  
\_\_\_\_\_

Artisan/Crafter

\_\_\_\_\_  
\_\_\_\_\_

Prepared ready to eat food (restrictions apply)

\_\_\_\_\_  
\_\_\_\_\_

Community/Non-Profit (restrictions apply)

\_\_\_\_\_  
\_\_\_\_\_

Services and direct sales (restrictions apply)

\_\_\_\_\_  
\_\_\_\_\_

Don't know where your product falls?

If you feel your product could be eligible and would like to request review by the BFM Committee please provide explanation here.: \_\_\_\_\_

\_\_\_\_\_

Signature

Date

➤ **Vendor Agreement Statement**

By signing the Market Vendor Contract, the vendor certifies that he/she has read, understands and intends to adhere to all rules and guidelines as stated in the 2023 Bedford Farmers Market Vendor Contract. The vendor further understands that should he/she fail to comply with these guidelines, his/her participation in the Bedford Farmers Market will be terminated.

Any vendor in violation of this contract will be given one verbal warning, then a written warning. Any subsequent violation will be cause of termination of contract for the remainder of the market season. There will be no refund of vendor dues. Vendors will be subject to Committee approval to return to the BFM in following seasons.

The BFM Committee reserves the right to revise or amend this contract as required. Upon adoption, all addendums will be submitted to vendors in writing.

I agree to comply with these requirements as set forth by the BFM Committee. In addition, I agree to hold harmless BRI, the BFM Committee, Market Manager and all BFM members from injury, loss of sales, damages, expenses, or compensation for or on account of any damages, loss or injury to persons or property as a result of operation under this contract. I also agree not to file suit against BRI, the BFM Market Manager, Committee or its members as a result of operations under this contract.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**\*This copy serves as your receipt of the BFM rules. Please keep this signed page for your records.\***

VENDOR COPY

# 2023 Farmers Market Vendor Contract Signature Page 1

**Please detach the following pages, return with your dues and any additional required documents to the BFM**

Allison Roodschild  
8244 State Road 58E  
Heltonville, IN 47436

Office Use Only	
Contract Received By:	_____
Date:	_____
Payment Type:	Cash    Check # _____
Amount: \$	_____
Receipt Sent:	_____

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\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Farm Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
# to receive Text messages if different from above

Please list any alternate selling representatives here:

\_\_\_\_\_

\_\_\_\_\_

Membership Dues:    Annual Commitment     \$50                      Weekly Commitment     \$10 per market  
(Weekly dues must be collected before booth set-up. Weekly attendance exceeding 4 weeks will roll into annual membership.)

Will you require electrical access for the annual fee of \$10?     Yes                       No

Reserved parking/booth spaces: How many will you need?                      \_\_\_\_\_ spaces x \$10 each

Please list your top two choices for your preference in parking.

\_\_\_\_\_

Total Fees
\$ _____
(membership)
\$ _____
\$ _____
Total Due
\$ _____

# 2023 Farmers Market Vendor Contract Signature Page 2

## ➤ Additional Information

Please use this space to provide any additional information you feel would be beneficial to the Bedford Farmers Market vendor records.

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## FOR OFFICIAL USE ONLY

### ➤ Weekly Vendor Attendance Notes

❖ Week 1 – Date \_\_\_\_\_ Paid \_\_\_\_\_

❖ Week 2 – Date \_\_\_\_\_ Paid \_\_\_\_\_

❖ Week 3 – Date \_\_\_\_\_ Paid \_\_\_\_\_

❖ Week 4 – Date \_\_\_\_\_ Paid \_\_\_\_\_

❖ Week 5 – Date \_\_\_\_\_ Paid \_\_\_\_\_ Full Membership Roll Over