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A Bedford Revitalization Inc. Event

2018 Vendor Contract

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Annual Membership Dues: \$20  
Reserved Parking: \$10/per space

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Dates/Times:  
Saturdays: 8 am – 12 pm  
May 19th – October 27th

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*Current Board Members:*

***Cindy Hunter***  
1922 Mundell Church Road  
Heltonville, IN 47436  
(812) 834-5806  
[hunters@epowerc.net](mailto:hunters@epowerc.net)

***Kortni Peek***  
8170 US Hwy 50E  
Bedford, IN 47421  
(812) 834-5660  
[kortnipeek@yahoo.com](mailto:kortnipeek@yahoo.com)

***Allison Roodschild, Market Manager***  
8244 State Road 58E  
Heltonville, IN 47436  
(812) 276-5632  
[farmersmarket@downtownbedford.org](mailto:farmersmarket@downtownbedford.org)



**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

IU Hospital of Bedford

Lawrence County Community Foundation

Lawrence County Economic Growth Council

Lawrence County Farm Bureau Inc.

Lawrence County Purdue Extension

Master Gardeners of Lawrence County

**Bedford Farmers Market (BFM)**

A BRI Event (Bedford Revitalization, Inc.)

16<sup>th</sup> Street

Bedford, IN 47421

## **2018 Farmers Market Contract**

### **➤ Mission Statements**

BRI Mission Statement:

Bedford Revitalization, Inc. 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 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 the Saturday, the week of May 15th, 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.

### **➤ Who can sell?**

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.

Any vendor who sells at the BFM is first required to sign this contract stating they will abide by all rules and regulations as set forth by the BFM Board, BRI, and all applicable State, County or City ordinances. Vendors must also submit the required supporting documents and fees.

Vendor must live in Lawrence County or within a 75 mile radius. Vendors must submit written directions (on page 6) to the property where products are being grown, collected, created or crafted. These directions will serve as a reference for the Market Manager and/or Board when a site inspection is necessary.

There will be an annual fee of \$20 per vendor selling at the BFM. Fee is valid for remainder of the current market season. 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 Board.

### **➤ What can be sold?**

Vendors will sell only produce grown, products created or services rendered 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.

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 Board 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 Board.

### 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 according to what is in compliance with HB1309 and the Lawrence County Health Department. Vendors are encouraged to use locally grown/collected ingredients in preparation of processed food products. 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 Board and Market Manager reserve the right to verify that all items are handcrafted (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. (i.e.: photography services, massage)

### Direct Sales Representatives

On special occasion 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 Board/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 (i.e.: Pampered Chef, Tupperware, spices, cutlery)
  - items related to healthy living (i.e.: essential oils, supplements)
  - items focusing on family/child activities (i.e.: Discovery Toys, books)
- Restricted items:
  - any product that is commercially produced that could otherwise directly compete with handmade/homemade products of the vendors (i.e.: 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'; additional spaces may be purchased with additional membership or purchasing additional reserved parking. Vendors with canopies larger than 10' may be required to purchase an additional spot. To purchase a reserved parking space a fee of \$10 will be required per parking space.

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 Board/Market Manager. Late entry or early exit at the Courthouse site 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 Board/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 Board 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.

➤ **Parking**

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 Board 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.

Market registration does not purchase a reserved space. The Board/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 calling or texting. Messages via Facebook are also acceptable. Calls should be made before 10 p.m. on Fridays or between 6 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 USDA Supplement Nutrition Assistance Program(SNAP), Indiana Department of Health’s WIC Farmers Market Nutrition Program (WIC FMNP) as well as the IU Hospital Bedford - IU Health Bucks Program. Participation by vendors is voluntary but may require registration with the agencies and compliance with specific rules.

USDA Supplement Nutrition Assistance Program(SNAP)

Beginning the 2016 season the Bedford Farmers Market is now a registered market with the USDA Supplement Nutrition Assistance Program (SNAP). All vendors selling eligible items are asked to participate in the program. All vendors will be required to attend SNAP benefit training.

Eligible items:

- Breads and cereals
- Fruits and vegetables
- Meats, fish and poultry
- Dairy products
- Seeds and plants which produce food for you and your household to eat.

In-eligible items:

- Beer, wine, liquor, cigarettes or tobacco
- Any nonfood items
- Vitamins and medicines
- Hot foods
- Ornamental plants for flowers or feeding birds

The complete guidelines for participation and participation waiver will be distributed accordingly. If a vendor violates any of the guidelines their participation in the BFM will be subject to termination.

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.

IU Health Bucks (WIC supplemental & SNAP supplemental)

Vendors selling fresh produce are eligible to participate but must sign participation waiver. Vendor participation is optional but encouraged. Re-imbursement will occur directly from the BFM, not from IU Hospital Bedford. Specific guidelines are outlined in the program waiver attached at the close of the contract.

➤ **Market Courtesy Regulations**

Indiana state law prohibits smoking within 8 foot of the entrance to a retail establishment; therefore the market areas have been declared a tobacco and alcohol free zone. Smoking, chewing or use of tobacco or alcohol by vendors or customers is forbidden during the market operation.

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 along “J” Street at the Courthouse Square will be reserved for customers. Vendors should move vehicles immediately after unloading.

Vendors must wear or display the BFM supplied name badges at all times. This allows the Market Manager, fellow vendors, and customers to know the individuals with whom they are dealing.

All vendors are requested to dress appropriately to the market environment. Vendors should present themselves in a way respectable to the public and their fellow vendors.

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.

Access to electricity will be available to vendors for an annual fee of \$10. However, vendors are responsible for providing their own refrigeration/cooking sources and extension cords.

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 Board. Vendor pricing should consider quality and supply, it is suggested you check area stores prices regularly.

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

➤ **Vendor Agreement Statement**

By signing the Market Contract, the vendor certifies that he/she has read, understands and intends to adhere to all rules and guidelines as stated in the 2018 Bedford Farmers Market 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 Board approval to return to the BFM in following seasons.

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

I agree to comply with these requirements as set forth by the BFM Board. In addition, I agree to hold harmless the BFM Board, 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 the BFM Market Manager, Board or its members as a result of operations under this contract.

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

\_\_\_\_\_  
Date

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

VENDOR COPY



# 2018 Farmers Market Contract Signature Page

**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

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

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

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

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

Please list any alternate selling representatives here:  
\_\_\_\_\_

Would you like to purchase a reserved parking/booth space at the Courthouse Square?     Yes  No

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

I will need \_\_\_\_\_ spaces. Each space reserved is \$10.

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

Total Fees

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 20

(membership)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Returning vendors may omit this page if there are no changes to previous information provided.

Vendor Name: \_\_\_\_\_

Physical Address of Farm or Home where products originate:

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

Please list the type of products you will sell (this will be helpful in identifying the variety of products the market will offer to the public): \_\_\_\_\_

\_\_\_\_\_

Directions from Bedford to location:

(if address is accurately reported via Google Maps then this may be skipped)

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(Optional) Draw a map or paste a map here: