

The Arthur M. Glick Jewish Community Center 2016 Summer Farmers' Market (JCCFM) Vendor Contract

The JCC is located at 6701 N Hoover Rd, 10am to 1:30pm Sundays, May through October

Primary Contact Name: \_\_\_\_\_

Full Business Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

City and zip code: \_\_\_\_\_

Address of production location (if different):

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Facebook: \_\_\_\_\_ Twitter: \_\_\_\_\_

Website: \_\_\_\_\_

Please note and provide contact information for any individuals who will vending your table at the market \_\_\_\_\_

All contracts and certificates of liability should be submitted to Lance Smith, 6701 Hoover Rd, Indianapolis, IN 46260 OR [lsmith@jccindy.org](mailto:lsmith@jccindy.org)

**Please direct any questions to: Lance Smith, [lsmith@jccindy.org](mailto:lsmith@jccindy.org) or 317-715-9226**

Market Dates

Please indicate which market dates you plan to attend

5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24
					Market Closed			Market tentative			

7/31	8/7	8/14	8/21	8/28	9/4	9/11	9/18	9/25	10/2	10/9	10/16
					Market tentative						

We are working to implement SNAP and Fresh Bucks programs at our market. Are you interested in participating in SNAP/Fresh Bucks?

Please list the products you plan to sell at the JCCFM, the duration of availability/season and the approximate product pricing. Use as much space as needed, or attach a separate sheet if necessary. Please note on page 2-3 restrictions!

## **Eligibility of Vendors**

To be eligible to sell at the Arthur M. Glick Jewish Community Center Farmers' Market (JCCFM), vendors must display up to date copies of all federal, state and local permits and licenses required for the operation of their vending business as well as a copy of their certificate of liability (see Insurance section below). JCCFM reserves the right to terminate the vending privileges of any vendor for failing to produce the proper paperwork or for violating any applicable laws or JCCFM rules or policies.

## **Goods Allowed for Sale**

Products sold at JCCFM must be of the highest quality and comply with all applicable federal, state and local laws and regulations. The goods allowed for sale at JCCFM are: produce, fruits, dairy products, cheese, eggs, herbs, baked goods, flowers, potted plants, oils, preserves, honey and value-added foods. Products not listed must be approved by the JCCFM Manager (Lance Smith). In respect to Kashrus, the JCCFM will not be kosher or under rabbinical supervision, however the JCCFM will not allow any meat or shellfish products. Buying from a wholesaler and reselling that product is strictly prohibited and violators will be asked to leave the market with no refund (if applicable). However, buying produce from another Indiana farmer and bringing that produce to market is acceptable with approval from the Market Manager. The Market Manager will make a decision based on scarcity of the product in the market, quality of the product, traceability of the product's producers and variety of products being offered. As stated below in the labeling section, any product that was grown by a different farmer must have a label clearly stating the name of the product, where the product came from and a detailed description of the practices used to grow the product.

## **Regulations for Each Category of Food**

### **Meat, Poultry and Shellfish products are not permitted**

**Dairy Products and Eggs** – Dairy products must come from the Midwest farmer/producer's own herd and must be processed in the Midwest. Production must comply with state dairy ordinances and licensing and the farmer must submit the documentation of such compliance along with this application. Egg vendors must possess a current egg vendor license issued by the Indiana State Egg Board which is to be displayed at their booth during all market operations. A copy of this license must be submitted along with this application.

**Plants and Produce** – All plants and produce must be grown in Indiana and be grown by the vendor unless that vendor has obtained permission from the Market Manager to sell another farmer's grown plants or produce. Plants and produce from another farmer and must be clearly labeled as such.

**Value-Added Foods** – Value-added foods must be prepared from scratch by the vendor in a licensed facility or must qualify as a Home Based Vendor (HBV) item. These foods must be pre-packaged and vendors must clearly display at their booths all permits/licenses necessary for producing each particular food. Such documentation must also be provided along with this completed application. A vendor may be required to submit production recipes for value-added foods to the Market Manager for verification they meet the above guidelines. Please contact Derek Trackwell at the Marion County Health Department ([317-221-2244](tel:317-221-2244)) for the latest information about which items qualify for HBV classification.

**Additional/New Products**- If a vendor wishes to add to their product list, new products must be approved by the market manager at least one week prior to selling at the market.

## **Market Setup and Take Down**

JCCFM will operate rain or shine. The Market Manager reserves the right to cancel or close the market early due to severe weather. The market will be in operation on Sundays from 10:00am to 1:30pm. Vendors are to sign in with the Market Manager on each market day upon arrival. Setup will begin at 9:00am and all vendors are expected to have their booths ready for customers no later than 10:00am. Vendors may not leave before the designated end time unless pre-approved by the market manager. The JCCFM will close promptly at 1:30pm and vendors are asked to clean their area before packing up and leaving. The JCCFM reserves the right to alter the market hours at any time.

## **Booth Space, Equipment and Supplies**

Vendors are required to bring their own, tables and equipment. Vending spaces will consist of approximately 10x10ft. Exceptions to this may be granted based solely on the decision of the market manager and may require additional fees.

The JCC will supply suitable carts and/or flatbeds to assist vendors in transporting your goods. Bringing your own method of product transportation is encouraged.

Vendors are encouraged to arrive by 9:00am.

Vending booth spaces will be marked and determined by market manager each week. Full-season vendors will get priority in choosing their spaces. If a vendor has not arrived by 10:00am the vendor's space may be forfeited and used by another vendor that day.

JCCFM requires that after each market day, all vendors clean up their space and dispose of any waste in proper receptacles. Vendors may be assessed a fee for cleanup if their space is not adequately clean and cleared at the conclusion of the market.

Any vendor who sells goods by weights and measures must supply a scale deemed legal by the Marion County Department of Weights and Measures and this scale will be subject to periodic inspection.

All food items must be clean, free from visible dirt/soil and displayed at least 6" above the ground.

## **Vendor Attendance & Fees**

- Vendors are expected to attend weekly unless otherwise noted in the contract which must be pre-approved by the market manager
- In the circumstance that a vendor cannot attend the market, 48-hour notice must be given. Failure to do so will result in a \$10 fee which will be collected following the vendor's return to the market. Continued absences will result in a loss of booth space
- The summer market fee is \$65 for the season and is non-refundable and non-negotiable.

## **General Restrictions and Prohibited Activities**

- Animals with the exception of service animals are prohibited.
- Alcohol, drugs, weapons and unreasonably loud music are prohibited (discretion of the Market Manager).
- Children under 12 must be supervised by an adult at all times.
- Any group or person engaging in questionable conduct, or otherwise constituting a nuisance, may be requested to leave the premises.
- Abuse of or damage to JCCFM property may result in legal action.
- JCCFM is not responsible for any claims, damages or personal injuries resulting from vendor setup, operation and take down of equipment and inventory, the sale of unsound or unsafe products or any other vendor activity.

## **Labeling and Signage**

Vendors must display a sign at each market stand with letters large enough to be legible from a reasonable distance and each product must be clearly named and priced. Value-added foods must have additional labeling that specifies the location of preparation, list of ingredients and net weight.

Vendors selling products not produced by them but that were grown locally in Indiana are required to display where the product was grown, who grew it and the growing practices of the farm of origin.

## **Insurance**

All vendors wishing to sell at JCCFM must have liability insurance in an amount not less than \$1 million and name the Arthur M. Glick Jewish Community Center as well as the Jewish Federation of Greater Indianapolis as additionally insured. No vendor will be allowed to sell at the market until the Market Manager has received a copy of a valid certificate of insurance named as above stated. You may email your certificate to [lsmith@jccindy.org](mailto:lsmith@jccindy.org) or mail a printed copy to Lance Smith, 6701 Hoover Rd, Indianapolis, IN 46260. Participating vendors must maintain liability insurance at all times.

## **Health and Safety Requirements**

Vendors are solely responsible for ensuring that all foods they sell are safe and in compliance with all regulations. The sale of any unsafe, hazardous or contaminated food is strictly prohibited. JCCFM vendors must provide copies of all state and local permits and licenses required for the sale of the products they bring to market. If you have any questions regarding these requirements, please refer to the Marion County Health Department's website at <http://www.mchd.com/fdpfmai.htm> or call the agency at 317-221-2222.

## **Market Manager**

The Market Manager is responsible for enforcing all JCCFM rules, policies and guidelines as well as for assigning booth space to vendors and collecting their fees (as applicable). The Market Manager and the JCCFM task force will have exclusive authority to decide which goods are sold at the market. The Market Manager has the authority to deny a vendor the privilege of selling any particular item that, in the Market Manager's judgment, was produced using methods that are detrimental to the attendance at JCCFM or that are contrary to the rules, policies and guidelines set forth in this document. Any vendor grievance or complaints should be taken to the Market Manager, or professional staff member who will be onsite while the market is open and can be reached at [lsmith@jccindy.org](mailto:lsmith@jccindy.org). JCCFM reserves the right to terminate the market, change the day or time of operation, or alter any of the market's rules, policies and guidelines at JCCFM's discretion.

## **Interpretation of Contract**

This contract shall be governed, construed, applied and enforced in accordance with the laws of the State of Indiana. If any term, condition or provision of this contract shall be held to be invalid, illegal or unenforceable in any respect, this contract shall be construed without such provision. This contract expresses the full and complete agreement between the vendor whose signature appears below and JCCFM.

I, the undersigned, attest and affirm that: I am at least eighteen (18) years of age, I have read and understand the above terms and conditions of the Arthur M. Glick Jewish Community Center Farmers' Market (JCCFM) vendor contract and I agree to abide by and comply with these terms and conditions. I further understand that failure to abide by and comply with these terms and conditions may result in the termination of this contract, with or without notice, which termination is solely at the discretion of JCCFM management. Termination of this contract by JCCFM management will result in the loss of my ability to rent space and sell any and all products at JCCFM, with or without a refund of any unused portion of booth rental fees (as applicable).

I further agree to protect, indemnify, defend and hold harmless JCCFM, the Arthur M. Glick Jewish Community Center, the Jewish Federation of Greater Indianapolis, their successors, assigns, directors, officers, staff, employees, from and against any and all liability, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs, and expenses (including reasonable attorneys' fees and expenses), directly or indirectly arising from or related to any and all loss, damages, or injuries resulting from, arising out of, or in connection with my noncompliance with the terms of this contract, the sale of my products or due to my presence at the market site. If I am acting as an officer, director, manager, or other legal representative of a business entity (other than a sole-proprietorship), then my attestations, affirmations and undertakings in this affidavit shall be deemed as being made by such entity.

Vendor:

Date: \_\_\_\_\_ Name (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

Vendor, if a corporation or other entity:

Date: \_\_\_\_\_ Name of entity: \_\_\_\_\_  
Signature of representative: \_\_\_\_\_

Arthur M Glick Jewish Community Center Farmers' Market representative:

Date: \_\_\_\_\_ Name (printed): \_\_\_\_\_ Signature: \_\_\_\_\_