



## Munroe Falls Farmers Market Rules and Regulations

1. Vendors will sell primarily produce which they themselves have grown or produced. No produce from outside the State of Ohio may be sold. The Munroe Falls Farmers Market Association Board reserves the right to visit the site of production in order to assure compliance with this market rule. Any vendor not following these rules can be expelled from selling at the market at the discretion of the Association Board. Sales of meat, eggs, poultry, annuals, herbs, perennials, honey, homemade jams and jellies, apple cider, maple syrup, dried flowers, cut flowers and allowable cottage food items are permitted. Other items relating to green living or sustainable practices will be considered on a case by case basis by the Munroe Falls Farmers Market Association Board. If there are questions contact the Market Manager of the Munroe Falls Farmers Market.

Flea market items, new merchandise, or used clothing are not to be sold.

Applications from commercial businesses and home party companies will not be accepted.

2. All foods must be labeled as required for Cottage Food Products.
3. Growers are expected to sell only quality goods. A member of the Munroe Falls Farmers Market Association Board may, at any time, inspect growers' stand and produce. If the goods are of low grade, the sale of these goods may be prohibited. Lower quality or overripe produce must be labeled as such and can be sold for a discounted price.
4. All edible products must be displayed off the ground for sanitation purposes.

### Location, Days and Hours of Operation

5. The location, days, and hours of operation for the Munroe Falls Farmers Market will be established by the Munroe Falls Farmers Market Association Board.

For the 2018 Market Season, the Market will be held at Brust Park and days and hours of operation will be: every **Tuesday from June 12 to October 9, 2018 3:00p.m. until 6:00p.m. Vendors must be set up by 2:30pm.** Sales can begin immediately upon set up by the vendor. Any vendor arriving after the start of the market must unload from the paved parking area.

### Reservations and Spaces

6. Vendors must complete an application form and pay **\$50.00** due upon acceptance by **June 12, 2018**. **Checks should be made out to Munroe Falls Farmers Market.** Acceptance entitles vendor to become a voting member of the Munroe Falls Farmers Market Association. Dues are not refundable. Transient, non-members must pay \$25.00 per day to the Market Manager and have prior approval.
7. Vendors will have spaces assigned and reserved for them on a first come, first serve basis as applications are received. Any week that a vendor is unable to attend, he or she must contact the Market Manager by no later than 2:00p.m. the day of the market.
8. Sales tables, trucks, and tents must be confined within the defined sales area. Each space is 16'x30'. No open trunk sales will be allowed. We would prefer that all vendors have a tent. Tents must be secured and weighted, and tables covered.
9. Vendors will set their own prices and must display them clearly in writing. Vendors are encouraged NOT to under-value their products; the consequence of behaviors leading to "price wars" and underselling will be expulsion of a vendor from the market for the remainder of the market season. This will be at the discretion of the Munroe Falls Farmers Market Association Board.
10. All vendors will display a sign stating their business or farm name.
11. Vendors are encouraged to carry product liability insurance.
12. Vendors are responsible for removal of all refuse. Please clean your space at the end of the day.
13. In the event a vendor would sell a product on which sales tax is collected, he or she is required to obtain a vendor's license.
14. Vendors selling products labeled "Organic" must have appropriate certification and must present a copy of their certification to the Market Manager.
15. Violation of any of the above Market Rules and Regulations may cause forfeiture of right to continue as a market member. The Market Manager will give a verbal or postcard notice of the violation to the vendor. The vendor is expected to correct the violation immediately or face expulsion from the market.
16. All vendors are expected to conduct themselves courteously. Aggressive selling, arguments, harassment, name-calling, profane language and fighting in the Market area will not be tolerated.
17. To protect the safety of the public as well as the integrity of the Market, the Market Manager and the Association Board have the discretion and authority to immediately dismiss any vendor from the Market area, whether an Association member, or daily vendor, for violations of these Rules and Regulations. A daily vendor immediately dismissed for a violation will forfeit the day's rental fee and will not be allowed to rent space in the future unless appropriate assurances are provided to the Association Board that the problem is resolved.

Members in violation of Market Rules and Regulations and the Munroe Falls Farmers Market Association Bylaws or any other membership agreements will be given a verbal or postcard warning by the Market Manager at the time of dismissal or, if the violation does not warrant immediate dismissal, at the time the violation becomes known to the Market Manager or Association Board. If the violation has not been cured by the next market day, the Market Manager will give the member a written warning detailing the violation, action required to cure the violation, and stating the violation must be cured by the next market day. If the violation remains uncured, the Association Board reserves the right to dismiss the member for the remainder of the market season.

18. By renting a space at the Market, the vendor named below shall indemnify and hold the City of Munroe Falls and its agent, employees and officers, including the "Market Manager" and Association Board, harmless and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages or costs, of whatsoever kind or nature, brought against the City of Munroe Falls arising out of, or in connection with, or incident to, their participation (or the MARKET VENDOR PARTICIPANTS' agents, employees, officers or volunteers) at the MUNROE FALLS FARMERS MARKET, and/or the MARKET VENDOR PARTICIPANT performance or failure to perform in a manner consistent with the City of Munroe Falls facility rules and regulations, following the City of Munroe Falls staff instructions, or any actions while at the MUNROE FALLS FARMERS MARKET; provided, however, that if such claims are caused by or result from the concurrent negligence of the City of Munroe Falls, its agents, employees, officers, "Market Manager" or Association Board, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the MARKET VENDOR PARTICIPANT ; and provided further that nothing herein shall require the MARKET VENDOR PARTICIPANT to hold harmless or defend the City of Munroe Falls, and its agents, employees, officers, "Market Manager, or Association Board for damages or loss caused by the City of Munroe Falls' sole negligence. The MARKET VENDOR PARTICIPANT expressly agrees that the indemnification provided herein constitutes the contractor's waiver on immunity, for the purposes of indemnification and the MUNROE FALLS FARMERS MARKET participation if the MARKET VENDOR PARTICIPANT is any type of business entity, whether for profit or not for profit. No MARKET VENDOR PARTICIPANT is an employee, agent or volunteer of the City of Munroe Falls for this MUNROE FALLS FARMERS MARKET ACTIVITY, all are considered independent vendors.

**PHOTO/VIDEO RELEASE:** I, the undersigned MARKET VENDOR PARTICIPANT and / or any representative of my MUNROE FALLS FARMERS MARKET participation give permission to have photos/video tapes taken without compensation during the City of Munroe Falls activities and used for public purposes in any manner by the City. **Mail completed forms to: Munroe Falls Farmers Market, P.O. Box 154, Munroe Falls Ohio, 44262**

1. Your Name: \_\_\_\_\_

2. Farm or Business Name: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Phone (Home): \_\_\_\_\_ Cell: \_\_\_\_\_

6. Phone(Work): \_\_\_\_\_

7. Email: \_\_\_\_\_ Website: \_\_\_\_\_

8. Fruit and Vegetable vendors, please list the crops that you grow and intend to sell:

\_\_\_\_\_

\_\_\_\_\_

B. List any produce that you might source from another local farmer:

\_\_\_\_\_

C. For non-produce vendors, please list the items you intend to sell: \_\_\_\_\_

\_\_\_\_\_

To ensure that the market is profitable for all, the Board reserves the right to limit the number of certain types of products per vendor.

9. If you are certified organic, please give your current certification number and agency: \_\_\_\_\_

10. Please provide names of employees or authorized representatives who will be attending the market:

\_\_\_\_\_

**I hereby declare that the above stated information is true. I agree to uphold all of the laws, ordinances and regulation of the United States, State of Ohio, Summit County governments, and the City of Munroe Falls. I/we further attest that I/we meet all of the licensing requirements and have the necessary proof of insurance. I have read and understand the rules and regulations and Hold Harmless Agreement for the Munroe Falls Farmers Market; and agree to abide by them.**

**Authorized Representative:** \_\_\_\_\_

**Please Print**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_