

2018 Farmers Market Rules and Regulations

Read these rules carefully before applying online.

Keep a copy for your records, as these rules are part of your stall license agreement. When an application is submitted online, it is considered your agreement and acceptance of these rules and regulations. Failure to observe these rules may result in fines, suspension or termination of your license to conduct business at Logan Street Market Farmers Market. If you have questions about these rules, please contact the Market Manager, at produce@loganstreetmarket.com.

The Farmers Market at Logan Street Market, takes place on the corner of Logan Street and E St Catherine Street. The summer market will operate during a 26 week season from the 2nd weekend of June until the 1st weekend of Dec each year. The first 2019 season will operate from the first Sunday that the Logan Street Market building is open until the week of Sunday December 1, 2019. The winter market season will start on the week of Sunday December 8, 2019. The Market will take place in closed area of the street and sidewalks, weather permitting. In the event of inclement and severe weather indoor space will be made available.

Days and Hours:

Sunday

- Setup: begins at 9:20 am
- Hours of operation: 10:00 am to 2:00 pm
- Vendors are required to leave by 2:40 pm

Wednesday

- Setup: begins at 3:20 pm
- Hours of operation: 4:00 pm to 7:00 pm
- Vendors are required to leave by 7:40pm

Farmers Market Vending Categories:

Producer/Grower: Growers who cultivate fruits and vegetables, harvest wild fruits etc. from your farm or grow landscaping plants, vegetable and herb plants.

Mobile Food Sales: If you sell potentially hazardous foods such as processed poultry, beef, pork etc. eggs or dairy products such as cheese, you must apply with your local health officials or the

state officials where you will do business (if you are out of state), and receive a mobile food license. Contact the appropriate health official for specific regulations and procedures.

Food items are broken down into categories:

- **Items Cooked on Site:** If you are selling food items that are cooked at the market, you must seek approval from the health department first. Once all permits are approved and filed, you may sell at the market. All vendors selling foods cooked on site must have a fully inspected and operational A-B-C fire extinguisher in their stand at all times.
- **Ready-to-Eat:** Cookies, pies, granolas, dried fruits, cakes, pies breads etc. are ready to eat foods. Whether home or commercially produced, all required permits must be filed with the registration.
- **Beverages:** Canned sodas, bottled waters may be sold without health permits. Beverages that are prepared such as coffee, tea, lemonade etc. must be prepared on site in accordance with all health requirements.

Home-Based Microprocessors:

Contact the City health official for further information. You must file the Jefferson County Health Department and with market management to serve these food items. Contact the Health Department at (502)574-6650 for details.

Arts and Crafts: These include soaps, essential oils, jewelry, pottery, carvings, garden accessories, textiles, and hand crafts made by the vendor.

Retail/Reseller: Products that are not made by the vendor but that are sold by the vendor are retail. Used items are also retail but must be marked as used.

Non-Profit Sales: Any non-profit organization with documented 501(c)3 status that may sell their product at the market from an assigned location.

Non-Profit Information: Any non-profit organization with documented 501(c)3 status that may hand out information from an assigned location at the market.

Petition Gatherers: Signature gatherers may petition in most outdoor market areas, at the Market Manager's discretion.

Musician/Entertainer: Musicians who wish to play for tips are welcome. They must register and receive an assigned location. Performers are required to move to a new assigned location after 60 minutes.

There are no opportunities for reselling or franchised-based businesses at this time in the Farmers Market areas of Logan Street Market.

General Rules

Management: The Market Manager and his or her designees are responsible for space assignments, public health and safety, and the interpretation and enforcement of the market's rules.

Registration: There is a \$10 non-refundable registration fee for vendors. All vendors must apply to sell at Logan Street Market, every year, regardless of application status any previous year.

Registration fees can be paid on the website during application.

- Vendors will create a profile for their business including contact information, attendance dates, and product list. Returning vendors should take the time to update, revise and complete the product list and contact information. Vendor applications are for the space to operate a single business; at no point are multiple businesses, vendors or people to operate in a single space.
- Please note if you would like to be considered as an on-call vendor.
- Registration fee payment can be made by mailing a check or money order to Logan Street Market. Registration Fees must be received at least seven days prior to the first day you come to market.
- Completing and submitting an application, acknowledges that the vendor is subject to a farm and facility inspection by appointment within 7 days of a request by the market or at any time during Peak Season . Every effort will be made to inspect each vendor every year.

Attendance: Accepted vendors are expected to be at market for each day that has been selected on their market application.

- Vendors should email by Friday, 4 pm prior to Sunday and by Monday, 4 pm prior to Wednesday, if they will be unable to attend that weekend.
- Vendors who have called off by Friday, 4 pm or Monday, 4 pm may inquire about available space, should their circumstance change. However, they will be considered "On Call" for that market, and may not have access to their typical space if said space has already been reassigned.
- Penalty for missing more than 6 market days that were originally signed up for will result in removal from the market.
- No show, no calls or notice after Friday, or Monday, 4 pm may result in the loss of assigned space for part or all of the remaining season.

On Call Attendance: When space is available, on-call vendors will be given the opportunity to sell at market on a day-by-day basis.

- The on-call vendor list will be maintained at the discretion of the market manager based on market product need/mix, vendor availability, vendor behavior and responsiveness. Acceptance as an on-call vendor does not imply anything else with regards to status as a full time or indoor vendor.
- On-call vendors will be notified by call or text about coming weekend space availability Friday afternoon through Saturday morning.
- If a vendor is not available to take a call or respond to a text, then the market manager reserves the right to move through the list and assign spaces.
- On-call vendors will need to pay for space the day of the market.
- All other rules will apply, regarding setup and tear down timeliness, liability insurance certificates, etc.

Setup/Teardown: The Market Manager will be near the Farmers Market to be sure each vendor is here on time and in the right location. If you are running late, take the time to call or text the Market Manager and let them know. If you are repeatedly late, you may lose your space. Late vendors will receive a verbal reminder, then a written reminder, and could then lose their space in the market. Vendors who teardown their stands early will receive a verbal reminder, then a written reminder, and could then lose their space in the market.

Weekly Fees: The vending fee for a single size space(10x10) at the market will be \$50 on Sunday and \$35 on Wednesday each week. Fees for a double size space(10x20) will be \$80 on Sunday and \$55 on Wednesday each week. Non-profits both vending and promoting may be eligible for reduced rates at the discretion of the market manager.

- Vendors must pay for a space prior to set-up.
- Vendors who have not paid will not be allowed to set up; **there are no exceptions.**
- Vendors may pay by credit card/PayPal account, check, electronic bill pay, or money order (order of preference). Payments are payable to Logan Street Market. Returned checks will result in additional charges and/or the reduction, suspension, or revocation of your market space.

Returning Vendor Discount: Vendors that show up to the market, on time and without infraction, will be eligible for a cumulative 20% discount on the fourth week

For example: on the fourth Sunday the fee will be reduced to \$30 making the overall fees for four weeks \$180 rather than \$200 for four individual weeks.

The fee for the fourth week of the Wednesday market will be \$21

Double spaces will earn a cumulative 20% discount as well.

Assigned Location: You may conduct business only at your assigned location. Stall assignments and license agreements are not transferable. Vendors may not sublet their space at the market. Stall assignments are made, and are subject to change, at the sole discretion of the Market Manager or his/her designees. Vendors are permitted to conduct business at their assigned location only during market operating hours. All part-time and seasonal vending space assignments are temporary. Therefore, there is no right or expectation of renewal of any space assignment.

Products for Sale: The Farmers Market at the Logan Street Market is a producer only farmers market. Producers list specific products they intend to grow and sell when completing the online market application; at no point should items purchased from neighbors, auction, wholesale, etc. be listed or brought into market for resale.

Application acceptance locks in that product list for the season. Changes must be discussed with the Market Manager and are subject to the sole discretion of the Market Manager; at no point will vendors be allowed to sell additional products without approval. Sales of a product the previous year, whether within the rules or not, does not constitute permission to sell that product in the current year. When in doubt, stick with your core business. Failure to adhere to this rule, may result in fines or immediate suspension of assigned space.

Insurance: Vendors are required to carry \$1 million in general liability insurance. Vendors who sell food (including fruits and vegetables) or body care products must carry at least \$1 million in product liability insurance, in addition to general liability insurance. The Logan Street Market must be named as a Certificate Holder on a **Certificate of Insurance (COI)** and stated as an "Additional Insured" in the description box of the COI. A COI is the only proof of insurance that will be accepted and the COI must be on hand before the first day of set-up. The COI can be emailed to the Market Manager, mailed, faxed, or delivered by hand. Please do not submit your entire policy document and please do not submit a COI that has been filled out by hand.

Licenses and Certifications: All producer / growers are required to hold, and bring to market, a current Produce Best Practices Training (PBPT) certification, formerly GAP. Vendors are required to provide copies of all licenses and certifications pertaining to the operation of their business at Logan Street Market (e.g. Health Department License, Certified Organic) for our records. The documents should be emailed to the market manager.

Occupancy During Hours of Operation: You must be open, fully merchandised and ready for business at the *starting time* for your area of the market. This includes having all products labeled and visibly priced. Late set-up is not permitted; persistent tardiness--defined as not being open and ready to sell at the opening time three times in one month--will result in removal from the market. You must be present and actively selling during the required hours for your area of the market. Early departure or chronic selling out before the end of the market day will receive a verbal reminder, then a written reminder, and could then lose their space in the market.

Parking: Farmers Market vendors have access to a designated Sanctuary church parking spot. Preferably, vendors will only bring one vehicle to the market district on Sundays. Vendors are prohibited from parking on Saint Catherine St, Logan St, Kentucky St, or Steve Magre Alley in any spots within 2 blocks of our building, Vendors are also prohibited from parking or idling in our customer parking lot on the corner of Logan & Kentucky Streets. Idling vehicle engines during market hours is prohibited, please, Care For The Air.

Unloading: Vendors that are assigned locations without adjacent parking must drop their load in their assigned location and immediately move their vehicle to allow access by other vendors. Do not stop to set up tables, tents, etc. until your vehicle has been moved.

Equipment: You must provide all of your own chairs, tables, tents, and display equipment. Market-owned furniture is reserved for customers and may not be used by vendors. In the interest of safety; tents, tables, and displays must be secured against wind and severe weather.

Signage: A sign identifying the name and location of the farm or business must be prominently displayed. Prior to commencing sales, prices for all items must be visibly posted.

Sanitation: Bring and use a broom and dust pan at the end of business day and ensure your space is left clean. Operate your stand in a safe and sanitary manner. If you sell readily consumable items, please provide a waste receptacle for used wrappers, napkins, and utensils. Do not rely on market waste receptacles. Keep the sales area clear of debris. Edible products may not be stored or displayed on the ground.

Clean-Up, Trash and Recycling: Clean your stall and remove all refuse at the end of the sales day. Recyclables and trash may be disposed in the market's recycling and trash facilities. Failure to clean your stall or remove debris will result in a verbal reminder, then a written reminder, and could then lose their space in the market.

Environmental Guidelines: Distribution of non-compostable food service products (plates, silverware, plastic straws, single-use water bottles, **plastic bags**) is not permissible. All Farmers Market vendors must adhere to the same Environmental Guidelines as Market House vendors. See attached Environmental Guidelines for complete rules and approved items. Failure to adhere to these guidelines will result in a verbal reminder, then a written reminder, and could then lose their space in the market.

Honest Trade: Vendors must conduct business fairly, honestly, and legally. All products sold must be legal, truthfully identified, and properly labeled. Products may not be misrepresented.

Fraudulent, dishonest, or deceptive practices are prohibited and may result in suspension or expulsion. Vendors must accurately weigh and measure all products sold by weight or measure using certified scales (for all sell-by-weight transactions) inspected and sealed by the Kentucky Department of Agriculture, Division of Weights & Measurements. The use of false packs, or the concealment of poor product beneath a topping or facing of better product, is prohibited.

Legal Operation: Vendors are individually responsible for conforming to all city, state and federal laws, including the securing of any licenses required and the payment of any taxes due in connection with the operation of their businesses. All products sold at Logan Street Market must be legal for retail sale. No stolen, pirated, bootleg, or counterfeit goods may be sold. Products in violation of Logan Street Market rules, or city, state or federal law, may be removed by the District Manager.

Respectful Operation: Signs, displays, equipment, and noise levels must be managed so as not to interfere with the conduct of business by nearby vendors. Keep your setup within the space assigned to you; at no time should your operation or equipment extend into adjoining spaces.

Courteous Behavior: Logan Street Market is a family friendly environment. Vendors must be courteous at all times. Disagreements with other vendors, managers, and customers must be handled in a civil manner. If you threaten or engage in a loud confrontation with a customer, vendor, or member of the market staff, the police will be called, and you will risk removal from the market.

Special Events: Throughout the year, there are a handful of Logan Street Market Special Events that may be held in the Farmers Market Area. Vendors will be notified in advance of the dates and will be offered alternate stall assignments to accommodate the special event, and to allow for vendors to sell in conjunction with those special events if they so choose.

Hawking: Hawking is not permitted. It is a violation of municipal code to “utter loud cries for the purpose of soliciting trade, or to solicit business from other city market tenants by making public statements in the city market about the quality or value of the products or goods of the city market tenants.”

Generators: Generators are not permitted.

Pets: Vendors must not bring pets into their selling area for health and safety reasons.

Amplified Sound: Boomboxes, radios, and other amplified devices are not permitted.

Food Stamps, WIC Coupons, Gift Certificates: Vendors selling eligible food products are required to accept payment in the form of Logan Street Market farmers market EBT tokens (EBT/food stamps) Produce Perks and WIC Coupons. All vendors are encouraged to accept Logan Street Market Gift Certificates as payment in conjunction with special events, promotions, tours, etc. Do not exchange any alternative currency for cash in any amount. You will be reimbursed for these currencies by Logan Street Market.

Redemption of Alternative Currencies: Farmers will receive all alternative currency reimbursement via ACH/direct deposit to their bank account. Logan Street Market **will not** issue physical checks.

- Reimbursements will be issued within two weeks
- Receipts will be issued for tokens accepted for redemption
- Farmers are encouraged to turn in EBT/Produce Perks and other coins weekly
WIC/Farmers Market vouchers may be turned into the Market Manager during the program period.
- Reimbursement deposit to farmers will occur as Logan Street Market receives reimbursement from the government.

Product and Sales Rules Specific to Farmer's Market Merchants

Eligibility: Only Ohio, Kentucky, and Indiana farmers, growers, microprocessors, family members, partners, and employees may sell at the Logan Street Market. No brokers, re-sellers, or commercial producers are permitted in the Farmers Market.

Grown by Producer: Products sold must be grown or produced by the principal farmer/producer (hereinafter "producer"). Only those items listed on the producer's application may be sold. Producers must notify the Market Manager (hereinafter "the market") in writing of any proposed changes before bringing previously unlisted items to the market. Producers should recognize this is one of the most asked questions about the Farmers Market: consumers want the produce they are buying to be grown by the principal producer.

Non-Food Products: In addition to agricultural, horticultural, and food items, the following non-edible products may be sold at the Farmers Market: dried flowers, dried flower arrangements, vine wreaths, gourds, garden implements, kitchen utensils, body care products, and beeswax candles. All materials must be found, grown, foraged and/or produced by the producer on his/her farm or land.

Farm Inspections: The market reserves the right to inspect or spot-visit any farm or establishment, within 7 days of a request, as necessary throughout the season. Visits will be made

only with a farm representative present unless otherwise permitted. Failure to comply will result in suspension from market until farm visit is completed.

Quality: Produce offered for sale must be grown, harvested and receive post-harvest care to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf- life remaining, which may be useful for processing (ie: sauces), must be labeled as such. Poor quality produce may be removed by the Market Manager. Farmers should be aware of the Food Safety Modernization Act and implementation dates.

Supplemental Product: Producers may not supplement from other growers, auction houses, warehouses, etc. If there is question as to what the producer is selling, the District Manager will investigate the matter. Violation may result in suspension or removal from market.

Organic Certification: All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be on file with the Logan Street Market and available for inspection at your stand at all times. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the market.

Value Added Products: Value-added edible items (ie: jams, jellies, sauces, baked-goods, etc.) must be produced from scratch ingredients by producers on their farms or in a licensed facility according to state and federal regulations. Licenses must be on file with the Logan Street Market and available at producer's stand at all times.

Packaged Items Labeling: All packaged items (wrapped, bottled, or canned) must be labeled with the producer's name, address, complete list of ingredients, and net weight according to state laws.

Other Products: Products not specifically listed in these rules must be approved by the Market Manager.

Setup & Display: Primary setup and display must be from tables within your designated space and may not encroach on public areas or other vendors assigned space.

Temporary Use Agreement: Vendors must vacate their stalls and remove their property at the end of each market day. Vendors who take time off during the year must vacate their stalls and remove their property during their absences.

Authority of the Market Manager

LOGAN ST. MARKET

1001 Logan Street Louisville, KY 40204
loganstreetmarket.com
http://www.loganstreetmarket.com

All space assignments are made at the sole discretion of the Market Manager. Space assignments may be changed from time to time by the Manager Manager.

The Market Manager has sole authority for determining which products may and may not be sold at Logan Street Farmers Market

The Market Manager is the final authority for settling disputes with and between vendors.

The Market Manager may remove a vendor for violating market rules.

The Market Rules and Regulations can be amended at any time. Existing vendors will be given a 30 day notice of any changes. If a change is required to protect public health and safety, notice of the change will be given immediately and vendors will be expected to comply immediately.

Acknowledgement and Signatures

I have read the rules above and I agree to abide by them.

Vendor Signature: _____ Date: _____

Market Manager: _____ Date: _____

TEMPORARY USE AGREEMENT

In consideration for and as a pre-condition to the undersigned ("Licensee") obtaining from Logan Street Market {LSM} the Kentucky S-Corp, Public Benefit Corporation responsible for managing Logan Street Market (the "Market"), the temporary right to use space: in the Farmer's Market , on E Saint Catherine Street, Logan Street, Kentucky Street and Steve Magre Alley (collectively "Part-time/Seasonal Vending Areas") in the Market, Licensee agrees to the following terms and conditions:

1. Term: Depending on the specific location, the term of Licensee's right to occupy space within the Part-time/Seasonal Vending Areas will be on either a daily or a week-to-week basis. Licensee agrees that it has no expectation that the term will be extended or renewed, and no right to a specific location, regardless of how many times or for how long it has occupied a given space. All space assignments are in the sole and absolute discretion of LSM.

Fee: Licensee agrees to pay the fee listed in the Logan Street Market Farmers Market Rules of Operation published by LSM for the specific space to be occupied by Licensee. Licensee may, with LSM's permission, pay fees in advance, but doing so does not establish any right of occupancy longer than one week. If Licensee's right to use the space is terminated prior to exhausting any fees paid in advance, the excess amount will be refunded to Licensee.

Use of Premises: Licensee will use space allocated to it only for commercial retail purposes, and to sell only the specific products for which it obtains pre-approval from LSM. Licensee acknowledges that all spaces within the Part-time/Seasonal Vending Areas are open to the public and are not climate controlled. Licensee agrees that use of any space in the Part-time/Seasonal Vending Areas is at the sole risk of Licensee. Licensee is solely responsible for taking precautions against theft, damage or other loss of its products, equipment and other personal property, and for personal injury to Licensee, its employees, representatives and customers. Licensee agrees to save, hold harmless and indemnify LSM, and their employees, directors, officers, representatives and agents, from any and all claims by any person or persons for damages, injuries or otherwise arising out of or in connection with Licensee's operations at the Market. Licensee agrees not to leave any personal property in its space at any time when Licensee is not physically present, without LSM's consent.

Rules and Regulations: Licensee agrees to abide by the rules and regulations that LSM from time-to-time promulgates pertaining to the Part-time/Seasonal Vending Areas. Licensee acknowledges that it is familiar with the current rules and regulations, and that it is Licensee's responsibility to remain familiar with the rules and regulations promulgated by LSM from time-to-time.

Termination: Licensee's right to use any space assigned to it may be terminated by LSM at any time. If the usage is on a day-to-day basis, LSM may simply assign the space to someone else or request that Licensee vacate without further notice. Where the usage is on a week-to-week basis, Licensee agrees to vacate the space upon receipt of five days advance written notice from LSM. Upon receipt of such notice, Licensee will vacate the space entirely on or before the end of the fifth calendar day after receipt of notice. In the event that Licensee fails to timely vacate, LSM has the right to remove all Licensee's property from the space and either put such property in storage and charge reasonable expenses to Licensee or otherwise dispose of such property without further obligation to Licensee, all in LSM's sole and absolute discretion. Licensee acknowledges that the

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rights created under this Agreement do not constitute a lease of any kind, and that no formal eviction proceedings are necessary to remove Licensee from any space within the Part-time/Seasonal Vending Areas.

Limitation of Liability: LSM will in no event ever be liable to Licensee for any incidental or consequential damages, including but not limited to loss of business or damage to Licensee's business reputation.

Notices: Notices shall be effectively made when hand-delivered, posted within the Premises, or delivered by electronic mail, fax or postal mail at the following addresses:

Licensee: Primary Contact and address listed in market application

Market Manager : Sean Reynolds
Address: 1001 Logan St, Louisville, KY 40204
Email: Produce@loganstreetmarket.com

Or at such address as either party may prescribe.

In submitting online application and or signing application above, Licensee acknowledges that this Agreement will remain in full force and effect, and binding upon Licensee and its affiliates, for any time and from time-to-time whenever Licensee undertakes to occupy space in the Farmer's Market Vending Areas at the Market.

Vendor Signature: _____
Date: _____