



BLACK ROCK FARMERS MARKET

in partnership with

NOURISH BRIDGEPORT, INC.

a 501c3 charity of the

UNITED CONGREGATIONAL CHURCH (UCC) OF BRIDGEPORT

2018 Vendor Contract & Regulations

Black Rock Farmers Market is a producer-only market with a focus on providing fresh local food to the community, educating consumers on the importance of good health, providing economic development opportunities to entrepreneurs and small businesses, and the sustainability of our earth, our vendors and our market.

- 1. Governing Agency:** The purpose of Black Rock Farmers Market (BRFM), through our partnering organizations (BRFM Board of Directors, Inc., nOURish BRIDGEPORT, Inc., and UCC, Inc.) is to promote local, sustainable agriculture and provide consumers with seasonal, locally grown, healthy food. These goals will be accomplished by establishing a space where farmers/vendors can sell their products directly to the public. BRFM has complete authority over the operation of the market, and reserves the right to limit and control the use of the space where the market operates. The Market Director is designated as the representative of BRFM in all matters involving the operations of the market.
- 2. Obligations of market sellers to government agencies:** Sellers at BRFM (Vendors) must comply with all BRFM, City of Bridgeport, State of Connecticut and U.S. Government regulations and requirements. All Vendors must conform to the requirements of all pertinent health agencies and must maintain all required health documents at their market site to be produced upon demand. All scales must bear a Connecticut Department of Consumer Affairs seal. Any required sales tax charges are the responsibility of each Vendor. Vendors who sell anything subject to collection of sales tax are responsible for doing so themselves. Vendors must adhere to additional requirements of law and regulation as they arise, or any requirement that the Market Director in their sole judgment believes necessary to maintain an orderly market.
- 3. Who may sell in the market:** Only Vendors who have satisfied all of the requirements of BRFM Regulations are allowed to sell in the market. No other activities than the selling of approved products will be allowed in BRFM without permission of the Market Director, and in accordance with the restrictions of the City of Bridgeport.
- 4. The BRFM Director or their designate will act as administrator of the market:** The Administrator's duties will include: the collection of documentation from Vendors, selection of participating Vendors, collection of dues and fees, and payment of financial obligations pertinent to each Vendors participation in the market; the maintenance of financial and administrative records; and resolving or forwarding to the proper authority

any questions, comments or complaints involving the operation of the market.

5. The procedure for becoming a member of BRFM: The applicant will submit to the Market Director the Vendor Application Form and in detail list of all products the applicant would like to sell in the market, as well as any other information or documents that the Market Director may request, in order to determine the eligibility of the applicant to sell in the market. **Only the Vendor Application Form is to be turned in at that time.** The Market Director will then determine, based on the desired number and variety of Vendors, whether or not to accept the applicant as a Vendor member of BRFM. Membership in BRFM shall be for one season only and all Vendors must reapply each season thereafter. Once Vendors are notified that they are accepted the FULL SEASON VENDOR FEE OF \$135 and the signature portion of BRFM Vendor Contract & Regulation Agreement are to be mailed to the attention of:

**Black Rock Farmers Market
PO Box 1859
Bridgeport, CT 06601.**

BRFM must receive the signed Agreement signifying agreement to abide by BRFM Regulations in order to participate in the Market. For purposes of clarity, all BRFM members are Vendors who have been approved by the Market Director.

6. Terms relating to Prepared Foods and Baked Goods: The BRFM recognizes that Producers who craft these items face a unique set of sourcing hurdles but encourages its artisans to work with other members of the BRFM and beyond to continue to evolve their products toward an ever-growing commitment to local agriculture. All prepared foods and baked goods offered at the market must meet the following requirements:

- a. Made from scratch by the artisan or member of their team.
- b. No food coloring.
- c. No pre-made fillers.
- d. No trans fats.
- e. All farm vendors should feature locally grown ingredients in their offerings.
- f. All non-farm vendors should feature locally grown ingredients in their offerings.
- g. No genetically modified ingredients.
- h. All produce must be domestically purchased.
- i. No partially hydrogenated vegetable oils.
- j. No high fructose corn syrup should be used.
- k. Any meat products used must be antibiotic, hormone and GMO free.
- l. Any and all meat products must either be local or organic and clearly labeled.
- m. All ingredients are listed on the packaging or are readily available from seller.
- n. We encourage Vendors to use local ingredients whenever possible. When in doubt,

BRFM reserves the right to request receipts for ingredients used to make prepared foods.

7. It is permissible to sell the following items in the BRFM:

- a. Farmers may sell plant material for food or horticultural purposes, and live

ornamental plants, with the stipulation that all plants must be grown on said farmer's property; or food or fiber derived from animals raised on the farmer's property. These products may be processed or unprocessed. If the food is processed entirely on the farm, the farmer must complete the pertinent parts of the Letter of Agreement for Farmers' Market Food Processors, and abide by its requirements. If the food is processed off the farm property, the farmer must comply with the requirements for food processors as specified in section 7.c. below. Except as noted in 7.b below, all products permitted to be sold under this paragraph [7a] must be produced on the farmer's land, either owned or leased by the farmer.

- b. Farmers can sell products that are not produced on their property, only if that product is not being offered in the market in sufficient quantity or quality, and only under the following conditions. Each product must be marked with the name and location of the farm where it was produced along with all proper licenses and permits. Products will be approved at the discretion of the Market Director.
- c. Artisan food processors (small, high quality producers who make and sell the products themselves) are classified as "food processors."
- d. Vendors of all other crafts and goods will be considered artisan vendors. A case-by-case selection of these vendors is under direct approval of the Market Director(s).

9. Non-Profit Organizations: These organizations must apply as a drop in vendor and adhere to all rules as stated in this regulation agreement. A discounted flat fee of \$40/per appearance will apply and a two week notice with payment is required to reserve your space on the field. Non-Profit Organizations will be considered on a case by case basis and must be approved by the market director prior to their appearance in the market.

10. The hours of operation of the market: The market will be held on Saturdays beginning June 9 through October 6, 2018 in the St. Ann Church Field at 481 Brewster Street, Bridgeport, CT. BRFM hours are 9:00 a.m. until 1:00 p.m. Set up may begin no earlier than 8 a.m. and **Vendor must be finished with set up and prepared to sell at 9:00 am.** Hours of operation will be subject to change at the discretion of the Market Director(s). Any changes in hours of operation will be posted two weeks in advance of such changes, should any change occur. Breakdown may begin at 1:00 p.m. and not before.

11. Insurance: All Vendors are required to hold liability insurance, and to provide BRFM with a Certificate of Insurance (COI) prior to participation in the market.

12. Vendor agrees to defend, indemnify and hold harmless BRFM, BRFM Board of Directors Inc., St. Ann Church and the Diocese of Bridgeport, nOURish BRIDGEPORT, Inc., UCC, Inc., the Market Director and their respective officers, directors, employees, volunteers, and agents from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees and costs of suit, investigation fees and expert fees) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, arising out of or in connection with the negligent actions or omissions or willful misconduct on the part of the Vendor.

12. Limitation of Liability. IN NO EVENT SHALL BRFM, BRFM BOARD OF DIRECTORS INC., ST. ANN CHURCH AND THE DIOCESE OF BRIDGEPORT, nOURish BRIDGEPORT, INC., UCC, INC., THE MARKET DIRECTOR OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS AND AGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BLACK ROCK FARMERS MARKET'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY VENDOR TO BRFM UNDER THIS AGREEMENT.

13. FULL SEASON Vendor is defined as a vendor who will attend and participate in the market on a weekly basis throughout the entire market season. Full Season Vendors will need to submit a site rental fee of \$135 upon notice of acceptance into BRFM. *Note that Full Season Vendors receive a lower site rental fee (on a per market basis) than an Occasional/Drop-In Vendor due to their commitment to weekly participation at the market and are expected to attend all 18 markets.*

14. OCCASIONAL or DROP-IN Vendor: BRFM welcomes Vendors that are only at the market on occasion. These Vendors will follow all market guidelines, and pay a **\$50 flat site rental fee** per session (no additional fees apply). Occasional or Drop-In vendors must give a 2 week notice with payment prior to appearing in any market to hold their place on the field. Drop-In Vendors will be considered on a case by case basis and must be approved by the market director prior to appearance in the market.

15. FEE AND PAYMENT STRUCTURE: All FULL SEASON/WEEKLY Vendors abide by the same fee structure in which, in addition to the full season fee, Full Season Vendors pay a separate weekly market fee for weekly market attendance. This weekly fee is set by sales, with six brackets (please see below). We rely on the honor system when you report your sales.

Additional benefit of Full season vendor fees includes a logo with live link on our website and additional promotion via BRFM social media. All Vendors agree to follow us on FB, IG and Twitter.

FULL SEASON VENDOR Fee

1. FULL SEASON FEE

- Full Season Vendors: \$135 for entire season (18 markets)

2. WEEKLY MARKET FEE (calculation based on weekly sales):

- Applies to Full Season Vendors ONLY: Per market fee based on weekly sales, as outlined below.

Sales up to \$300 Fee = \$12 (*minimum)

Sales from \$301-600 \$22

\$601-900 \$33

\$901-1200 \$44

\$1,201-1500 \$55

\$1501 or more \$66 (*maximum)

Vendors will track weekly sales according to the chart above and must submit weekly market fees to BRFM no later than the following Thursday of any given market.

OCCASIONAL OR DROP-IN VENDOR Fee

1. \$50 per market day flat rate (no additional fees apply)

Please make checks payable to “Black Rock Farmers Market”

17. Vendor’s attendance: must be consistent. BRFM is committed to holding markets despite inclement weather, unless there are dangerous weather conditions (lightning, for example). If you are unable to attend a market and do not notify the Market Director by Thursday at noon, you will be expected to pay a \$25 “missed market” fee. To avoid the missed market fee, please submit notice of your absence to the Market Director one week in advance. Any Vendors who miss two market days, without notice to the Market Director, during the course of the season automatically forfeits their membership in BRFM. They must reapply if they wish to become a member again.

To notify of absence from market, please either call, email or text. PLEASE DO NOT send a message via Facebook.

Heidi Vanderwal 347.678.6301 or

Email director@blackrockfarmersmarket.com

18. Each Vendor is responsible for setting up and closing down their site. Each Vendor must provide cover for the site to protect products and customers from the elements and tent weights in the event of windy weather. Each Vendor must leave the site the way they found it.

19. Signage: Each Vendor is required to prominently display the name and location of his/her business.

20. Fair Pricing: All products must be labeled and all prices must be clearly marked. All scales must be in good repair and bear a Connecticut Department of Consumer Affairs seal.

21. All Vendors and their employees must act professionally: They must be courteous and honest with all customers. There will be no profanity, shouting, or causing of disruption to the market. All Vendors and their employees must dress in appropriate attire. Vendors and their employees are not allowed to smoke at their site or in the St Ann field while the market is open.

22. Samples: If sample food products are offered to the public, samples must be kept cool in clean, covered containers and samples will be distributed in individual portions with clean disposable toothpicks or utensils. Please refrain from using plastic utensils whenever possible. Hand sanitizers and paper towels must be available to customers at all times. Sampling must conform to the Bridgeport Board of Health guidelines.

23. FMNP Certification: (to accept WIC, Seniors and Veterans checks) is required for Farmers who are eligible. For more information: <http://www.fns.usda.gov/fmnp/overview> and <http://www.ct.gov/doag/cwp/view.asp?a=3260&q=399020>.

24. For Food Vendors - Per the City of Bridgeport's Department of Health: All processed and prepared foods to be sold at a farmers' market must come from an approved source and must be prepared at an approved, inspected facility. These facilities can be commercial kitchens, inspected church kitchens, or other retail or wholesale food establishments. Each vendor should make arrangements with the appropriate personnel to use these facilities. Private kitchens cannot be used for processing or preparing foods. In addition, all vendors serving food, must be licensed. Please refer to the Food Safety Guidelines document for additional information.

25. There will be no refunds of payment of any fees, unless not selected for market participation by the Market Director.

26. BRFM is focused on being plastic free as possible: This means that within the Health Department's regulations, all items that can be replaced with more ecofriendly options are preferred. This includes all utensils, containers, bags and wrapping of products.

27. Questions, comments or complaints: should be directed to the Market Director in writing. The Market Director will make a final and binding determination concerning all issues, including the referral of any serious issues, when appropriate, to other relevant entities or authorities. Please note submissions may be sent to director@blackrockfarmersmarket.com.

Signature Page

(to be returned with Vendor fee after market acceptance -
please do not return with your application)

I have read and understand the guidelines in items 6 & 7 of this agreement.

By: _____
[Insert Vendor’s full corporate name]

Name: _____

Title: _____

Date: _____

This Black Rock Farmers Market 2018 Vendor Contract & Regulations Agreement will be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to the conflicts of laws provisions thereof. By signing below, Vendor agrees to BRFM’s rules and regulations and to exclusive jurisdiction in the state courts of the State of Connecticut.

By: _____
[Insert Vendor’s full corporate name]

Name: _____

Title: _____

Date: _____

By: Black Rock Farmers Market

Name: _____

Title: _____

Date: _____

Please make check payable to: “Black Rock Farmers Market”

Mail to:

Black Rock Farmers Market
PO Box 1859
Bridgeport, CT 06601