

# Growing Places Indy Winter Farmers Market (IWFM) Information, Policies and Vendor Agreement

Please read, sign and keep a copy for your records

## The Growing Places Indy Winter Farmers Market

Growing Places Indy is a non-profit that works to **empower individuals to cultivate personal, family and community wellness through urban agriculture, access to fresh local food and mind-body education.**

The Growing Places Indy Winter Farmers Market (IWFM) is an initiative of Growing Places Indy Inc. and is one of the cornerstone initiatives in our effort to promote access to fresh local food year-around. The IWFM supports family farms, encourages sustainable farmland preservation and urban agriculture, delivers seasonal and local products to the Indianapolis community, and raises awareness of social and environmental considerations related to food. The IWFM encourages local entrepreneurship, a growing food culture, and educational exchange toward the improvement of quality of life and experience for Indianapolis residents and visitors.

### Three primary goals of the IWFM

1. To provide a flourishing market for Indiana's sustainably minded family farms and small-batch/artisan food producers to grow their business while improving our community's connection and access to fresh, local, nutritious food.
2. To create a space for our community to connect and grow.
3. To create an environment that raises awareness of how the choices we make every day affect our health, our communities, the environment and the economy.

### Market goods allowed for sale at the IWFM include

- Fresh produce
- Fresh and dried herbs, flowers, bedding plants
- Eggs, cheese, dairy products, meats, and honey
- Baked goods
- Preserves and value-added products
- Other edible agricultural products and natural plant extracts including syrups and oils

The IWFM also accepts applications from vendors who create home care, body care, and other household items for daily living that are locally designed and sustainably crafted. However, these spaces are limited. Vendors may only sell products that they have grown, raised or produced. Selling ineligible products or reselling any product is not permitted at IWFM without explicit approval of each product by the IWFM Manager.

Vendors must list all products they wish to sell on their application. Any additional product must be approved IWFM a minimum of 2 weeks in advance of the market date the vendor wishes to bring the product to the market, and must comply with the IWFM Rules and Regulations.

## Expectations of Vendor Attendance

The market operates Saturdays from 9:00am to 12:30pm weekly. Set-up begins at 7:30am. All vendors are expected to be at market and set up by 8:45am. If a vendor is late, they must call the IWFM Manager directly by 8:30am on market day. Market ends at 12:30pm, no tear down will begin until that time. All vendors are expected to be out of the building by 1:30pm.

Vendors are required to confirm their attendance weekly via email by 5pm each Wednesday prior to market date. If vendor confirms and does not attend market that week (with no notice given directly to Market Manager by Wednesday evening), they will still be charged for their booth fee. This is necessary to determine market needs, promote the market, provide shopper experience and customer service and to create continued growth in attendance.

## Fees

Each accepted vendor will be required to submit a non-refundable \$50 deposit by September 28, 2019. Deposits can be made [here](#). Click in the "in honor of" section on the giving page and list your business name and purpose of payment. Example: Three Happy Rabbits - vendor deposit

A nonrefundable vendor application fee of \$20 is due with new vendor applications. Online payment is preferred and can be made [here](#). Click in the "in honor of" section on the giving page and list your business name and purpose of payment. Example: Three Happy Rabbits - new vendor application fee.

## Payments

We offer 3 payment options.

1. One Time Payment - includes discount
2. Two Payments - includes discount
3. Weekly Pay

Full Season Vendors can take advantage of discounts by choosing one time or two payments options. Vendors will be invoiced for the payment plan you choose.

Vendors are required to confirm their attendance weekly via email by 5pm each Wednesday prior to market date. This is necessary to determine market needs, promote the market, provide shopper experience and customer service and to create continued growth in attendance.

Booth payment will be invoiced Thursday prior to the Saturday market, and payment will be made through our online system by end of market.

## Booth Space

A typical vendor booth at the market is 8ft wide by 6ft deep. Vendors will provide their own table. Vendors may request to share additional space with another pre-specified vendor in the application. Allotment of additional booth space will be prioritized using the same guidelines as general vendor selection and based on availability. Vendors needing more than 8ft booth frontage should indicate the desired booth space, and weeks requested, in their application. Vendors may store their tables and chairs in the IWFM storage closet. No food items, products, valuables or other food preparation devices may be kept in the IWFM storage closet.

IWFM staff will do everything possible to keep all Full and Half Season vendors in their same booth locations for the duration of the market season. However, final location assignments will be designated by the IWFM Manager, and may change in any given week if necessary.

## Weekly Surveys

Vendors are emailed weekly surveys. Each vendor who was in attendance at the previous week's market is expected to complete this survey. The survey is necessary to determine market needs and to create continued growth in attendance. It is also necessary to document the economic impact of the market and is required of the IWFM for accurate reporting as a SNAP retailer to state and federal government.

## Eat Well Initiative Token Programs

The IWFM accepts food stamps (SNAP/EBT) through a program called the Eat Well Initiative, which helps improve our community's access to local, fresh, nutritious food. IWFM vendors have a key role in educating individuals who participate in this program about how their products can improve quality of life and health. All admitted vendors are obliged to abide by all of the USDA rules and regulations for SNAP retailers, including knowledge of which items are eligible to be purchased with SNAP benefits. All admitted vendors will receive more information on eligible and ineligible products, and policies. Please direct any questions to the Market Manager.

Eat Well tokens are used at vendor booths to purchase fresh produce, animal products, and value-added goods. These tokens are not to be used on household items, non-food items, ready-to-eat foods, or alcohol. No change can be given for these tokens, so vendors are expected to work with the customer to find an amount of products that equals the value of their tokens. Tokens will be collected by the Eat Well Coordinator or IWFM Manager each week, and vendors will be reimbursed by cash or check payment at the beginning of each month. If a vendor accepts a token not equal to the total amount and/or for a non-applicable product, the IWFM cannot offer any refund. Tokens cannot be traded, exchanged, nor redeemed for cash by purchasers or vendors.

## Licensing and Liability

Vendors must carry their own liability insurance, appropriate licenses and other insurance. Depending on the product, there are different licenses and agencies that may regulate certain products. It is the responsibility of vendors to determine what licenses are needed.

Accepted vendors are expected to obtain appropriate liability insurance. Insurance should be in place before each vendor's first market day and a copy of proof of insurance must be provided with vendor application.

All processed food products must comply with all applicable local, state, and federal health and safety regulations and a copy of the commercial kitchen certificate is to be displayed in the vendor's booth at all times in an appropriate manner. Vendors selling eggs, dairy, processed meats and value added food products must have appropriate licenses, insurance, and processor codes available on-site each week. Please contact Marion Co. Public Health Dept. for more information. Necessary licensing and permits must be submitted with application.

Please read the following affidavit and covenant and sign below:

On behalf of all parties associated with my operation, I verify that I/we have read the rules, regulations and policies of the Growing Places Indy Winter Farmers Market and agree to abide by them. I acknowledge that the products I/we sell at the market must be of my/our own production and grown/produced at the location listed on this application. If this is not the case, I have fully disclosed otherwise. I acknowledge full responsibility for all of my activities in the market (and for those assisting in my booth) through the market season. Furthermore, I agree to accept the authority of the IWFM manager and Advisory Committee in regards to product legitimacy, procedural and vendor conduct violations. I certify that all of the information set forth in this application is true and complete to the best of my knowledge. I agree to perform all obligations that may be required under applicable laws, ordinances, rules, and regulations, and under all vendor guidelines, market rules, contracts or agreements. I agree to allow inspection of my farm or my producer site (kitchens, workshops, etc.) by market management or representation at any time during the market season. I agree to allow photos of myself, my products, farm, or aspects of my business to be used on IWFM marketing and social media materials.

I acknowledge that I am expected to carry liability insurance and I agree not to hold the IWFM, staff, advisory committee or volunteers liable for injury, theft or damage.

### Covenant not to Sue

The Vendor and all parties associated with the operation will not institute any action or suit of law or in equity against the Indy Winter Farmers Market, their employees, volunteers, agents, officers, and designees as a result of actions taken under this contract.

The Vendor will not aid in the institution or prosecution of any claims for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property resulting from the terms of Vendor's participation in the Indy Winter Farmers Market.

In verification and agreement to all above:

Signature(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

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

Date: \_\_\_\_\_