



## COVENTRY FARMERS' MARKET AT HALE HOMESTEAD 2017 GUEST VENDOR APPLICATION (Non-Food Truck)

Every Sunday, 11am - 2pm at Hale Homestead

2299 South Street, Coventry, CT

June 4, 2017 - October 29, 2017

The Coventry Farmers' Market at Hale Homestead is a producer-only market featuring CT made and grown products. Purchasing product for reselling is not allowed.

Vendor participation is at the discretion of the Market Operating Committee.

**2017 Guest Vendor Fees:** \$25/day per booth (payable in advance)

1. Business Name: \_\_\_\_\_
2. Individual/Owner Name(s): \_\_\_\_\_
3. Mailing Address (Street, City, State, Zip): \_\_\_\_\_  
\_\_\_\_\_
4. Main Phone: \_\_\_\_\_ Cell (if different): \_\_\_\_\_
5. Email: \_\_\_\_\_
6. Website/Social Media: \_\_\_\_\_
7. Vendor Classification - Circle One (refer to regulations):
  - a. Farmer (Circle: Certified Organic, Certified Naturally Grown, Farmer's Pledge, Low Spray, Conventional)
  - b. Ready-To-Eat and Consumables (Please attach list of locally sourced ingredients)
  - c. Artisan/Service
8. On a separate sheet of paper, please provide a complete list of **ALL** items you wish to sell at the market and thorough descriptions of each.
9. Are you a certified WIC vendor in CT? YES NO N/A
10. Are you a certified Senior Farmers' Market Nutrition Program vendor in CT? YES NO N/A
11. Are you a SNAP certified vendor? YES NO N/A
12. Please list below all dates you are available in the 2017 summer season and place an asterisk (\*) by your preferred dates.
13. Please provide a complete list of ALL items you wish to sell at the market and a thorough description of each.

**Checklist for Submission of Application:**

- I have attached a list of **ALL** products to be offered for sale in 2017.  
(Farmers: A list of vegetables, fruits and value-added products will suffice. Do not send planting schedules.)
- Insurance certificate is enclosed (\$1,000,000/\$2,000,000) with the Town of Coventry and Connecticut Landmarks listed as additional insured entities.
- Copy of State of CT Sales Tax Certificate or Tax Exempt Certificate is enclosed.
- Copy of kitchen certification for food vendors is enclosed.
- I have read the 2017 regulations and by my signature below agree to abide by them.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Mail application to:**

Town of Coventry, Land Use/Farmers' Market Office, 1712 Main Street, Coventry, CT 06238



## COVENTRY FARMERS' MARKET AT HALE HOMESTEAD 2017 VENDOR REGULATIONS

**Every Sunday, 11am - 2pm at Hale Homestead, 2299 South Street, Coventry, CT  
June 4, 2017 - October 29, 2017**

The Coventry Farmers' Market at Hale Homestead (CFM) is a project of the Town of Coventry. The Market is a certified CT Department of Agriculture farmers' market operated under the auspices of the Town's Economic Development Commission. The Town employs a part-time Market Master, and the Town Council appoints an ad hoc Market Operating Committee whose representatives provide guidance and act as Market Masters administering the weekly market.

The Coventry Farmers' Market at Hale Homestead (herein referred to as the Market) is a producer-only market. Purchasing product for reselling is not allowed. Participation as a vendor is the discretion of the Market Operating Committee. Vendors unwilling to comply with regulations will be excused from the Market with no refund of fees.

A three-strikes rule will apply to all vendors. Any violation of the vendor guidelines will be documented in writing to the vendor. After a third violation, it will be reported to the Operating Committee for further review and consideration of disciplinary action or dismissal from the market. The Market Master and the Operating Committee reserve the right to review cases on a case-by-case basis and allow exceptions as determined by the Committee.

### VENDOR CLASSIFICATIONS

**Farmers** – Growers of vegetables, fruits, flowers, potted plants and planters. Milk and cheese producers. Caretakers of animals and purveyors of their meats, processed in a USDA-approved slaughterhouse and brought to market frozen, including meats and poultry as well as seafood landed in CT.

**Consumables (ready to eat and food trucks)** – Sellers of prepared foods, whether take-home or consumed on-site. All food items are to be prepared in a State of CT approved kitchen, with necessary food permits secured from Eastern Highlands Health District in a timely fashion.

**Artisans and Services** – Vendors selling items crafted entirely by themselves, such as potters, weavers, clothing makers, visual artists; vendors of value-added products such as sauces and jams; vendors providing services to the public. All work must be produced in Connecticut. A Connecticut sales tax number and a list of all items that will be offered for sale (including locally sourced ingredients) or a full list of the services provided must be included. All items offered for sale must be made by the vendor within the State of Connecticut.

## VENDOR EXPECTATIONS

The Market has established rules and regulations that guide vendors in understanding what their responsibilities are as members of the Market community. Understanding and complying with these guidelines creates a market that operates smoothly and efficiently so that all participants may benefit. By submitting an application to participate in the Market, the Vendors acknowledge that they have read and agree to abide by the following rules and regulations.

### **1. Annual Vendor Acceptance/Renewals:**

All vendors must submit an application each year and be approved for participation into the Market annually. Vendor failure to submit an application, comply with the renewal process and deadlines, to submit the vendor fees by due date, and/or review, complete and sign all forms will result in the vendor's inability to participate in the Market.

### **2. Fees:**

For full-time vendors and food truck vendors, the annual vendor fees must be paid by the date indicated on the vendor application. For guest vendors, the guest vendor fee is to be paid as agreed at time of acceptance.

### **3. Participation in the Friends Program:**

Each vendor is to offer a small discount or free item to customers displaying a Friend of the Market pin. Information regarding these specials shall be posted at each vendor's booth at every market.

### **4. Response to Scheduled Monday Morning Emails from Market Masters:**

It is expected that each vendor will respond to the emails by the following Wednesday and include requested information and a brief summary of featured items to be offered at the following Sunday's market, and a brief description of the vendor's Friends of the Market special.

### **5. Attendance**

Full-time vendors are expected to attend every market of the entire market season. In case of an emergency absence, please contact the Market Masters as soon as possible.

### **6. Insurance:**

A copy of vendor's insurance certificate must accompany application. Each vendor must hold an insurance policy, with a minimum product liability coverage of \$1,000,000 and the Town of Coventry and Connecticut Landmarks (CT Landmarks, Amos Bull House, 59 South Prospect St., Hartford, CT 06106) are each to be named as additional insured entities. The Town of Coventry will assume no liability for loss or injury caused by products sold by any vendor.

### **7. State Licensing and Permits:**

Each vendor has the responsibility to ensure compliance with all licensing, permitting, and farmers' market guidelines specified by the State of Connecticut. Additional information may be obtained in the Department of Agriculture's Farmers' Market Reference Guide at [www.ctgrown.gov](http://www.ctgrown.gov). Please be aware that the Market is not responsible for obtaining or maintaining the appropriate licenses or permits needed by the vendors and the Market is not responsible for advising their vendors regarding any local, state, or federal regulation or law. Highlights of CT Grown guidelines by product category include:

#### **a. Produce grown in Connecticut**

All agricultural produce offered for sale must be grown by the vendor in CT. In the case of value-added agricultural products, the main ingredients should be produced by the vendor in CT and the product processed by the vendor, also in CT. All vendors are to supply a list of items offered for sale.

b. Prepared foods, baked goods and preserves

It is expected that all vendors of prepared foods, baked goods and preserves will source as many local ingredients as possible from a CT farm or dairy, and provide a list of same with their application. Vendors must mix, bake or prepare all goods offered for sale; purchasing processed foods and reselling them is prohibited. All baked goods require a Connecticut Bakery License.

c. Meats and dairy

All products must come from vendor's herd in CT.

d. Fish and shellfish

The Connecticut Department of Agriculture has determined that seafood is considered a "farm product" as defined by state statute. The CT Seafood Council and the DEP have an understanding that CT seafood being caught/harvested by fishermen in boats that are *landed in Connecticut* is considered Connecticut caught. Out-of-state fishermen are not permitted to participate in Connecticut's certified farmers' markets.

e. Jams, jellies, and maple syrup

Labels must be prepared in 10-point type, including common or unusual name, ingredient listing in descending order, name of vendor, net weight or volume in metric and English units, and content statement if any additional ingredient has been added. They must also bear the statement "Not prepared in a government inspected kitchen."

**8. Artisans/Services:**

While preference is given to agriculture-related products, a portion of available space will be offered to artisans/services.

**9. Food Truck Vendors:**

All food truck vendors are required to offer **at least one menu item each week** that features CT grown or produced ingredients. Preferably, the items used will be from a CFM vendor. The menu item(s) must be advertised as such. Failure to comply with this requirement will result in the vendor not being allowed to sell and immediate dismissal as a CFM food truck vendor, with NO refund of any vendor fees.

**10. Inspection of Facilities:**

All vendors shall allow the Market to inspect their production facilities at any time, with or without notice, so as to maintain the integrity of a producers' market.

**11. WIC and Senior Farmers' Market Nutrition Program (SFMNP) Participation:**

The Market is a WIC and SFMNP approved market for fruit and vegetable vendors, who are expected to obtain WIC certification through the CT Department of Agriculture and prominently display their certificates in public view. Vendors not yet certified should contact the Department of Agriculture for certification training.

**12. Tents, Umbrellas, and Canopies:**

All tents, umbrellas and canopies are required to be flame retardant and all vendors should submit annually a copy of each tent's fire certificate (if from a manufacturer other than E-Z UP) to Market staff. Vendors must also retain a copy of the fire certificate at their stall and furnish it upon request. Additional permitting information based on selling circumstances may be required. Tents must be properly anchored at all times.

**13. Health and Safety Permits - Eastern Highlands Health District:**

**\* All vendors offering samples or prepared foods must obtain the necessary permits by May 5, 2017.** \* EHHD is mandated by the State of Connecticut to administer the health and safety regulations for farmers' markets and conduct regular inspections. Regulations and forms are available from the website [www.ehhd.org](http://www.ehhd.org) under Guidelines for Temporary Food Service Events, which can be found at

[http://www.ehhd.org/filestorage/101/308/Farmer's\\_Market\\_FoodApplication\\_2016.pdf](http://www.ehhd.org/filestorage/101/308/Farmer's_Market_FoodApplication_2016.pdf). EHHD's phone number is 860-429-3325 and the Coventry office is 860-742-9064.

#### **14. Generator Use:**

The proliferation of generators used by vendors can increase the noise level of the Market to inappropriate levels. Vendors using inverters from their vehicles pose no problem. In deference to customers and neighboring vendors, the Market has researched acceptable generators and the following Honda models are approved for use at the Market: Model EU6500isa, Model EU3000isan, Model EU2000ikn. The Operating Committee will review additional models on request.

#### **15. Hold Harmless Clause:**

All authorized vendors participating in the Market shall be individually and severally responsible to the Market, its staff, operating committee, and volunteers for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' participation in the markets sponsored by the Market, or that of its representatives, agents, and employees. All vendors hereby agree to indemnify and save the Market harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Market by reason of the vendors' participation in the Markets sponsored by the Town of Coventry or that of its volunteers, agents, and employees.

### **VENDOR CODE OF CONDUCT**

The Market wants to ensure that all the transactions we share are safe, transparent, and exceed expectations for all participants. We also want to ensure that everyone who participates in our Markets, including our customers and vendors, has a pleasant, professional, and rewarding experience.

#### **In the Market Field:**

1. It is expected that all items offered for sale will be fresh and of the highest quality.
2. Vendors are to provide their own EZ Up, canopy, tent or market umbrella and assure that they are securely anchored at all times in effort to prevent public hazard in the event of sudden wind gusts.
3. Each vendor's space must be identified with the farm or business name, and all prices and Friends of the Market specials must be clearly marked.
4. ***Any vendor arriving at the Market after 10:45 will not be allowed to sell at the Market that day.*** All vendors are to be in place and fully set up for sales by 10:45, and remain in place until the 2:00 closing even if merchandise is sold out. Setup may begin no earlier than 8:45 and vendors must vacate their space by 3:00. Vendor space will be assigned by the Market Master, and will be a minimum of 10' x 10'. Each vendor is responsible for leaving the site in the same condition as it was upon arrival.
5. Selling before the 11:00 am opening bell is not permitted in order that all vendors have equal opportunities. The Market may opt to allow a vendor special permission to serve breakfast foods before the market bell, and also to allow vendors to buy from each other before the Market opens.
6. Vendors shall be courteous and honest with all customers, fellow vendors, and the Market team.
7. Smoking and consumption of alcoholic beverages are not allowed on the premises.
8. Profanity, shouting and disruption to the Market will not be tolerated.
9. Cell phone usage by vendors should be kept to a minimum while in the Market field, as it presents an image of indifference and lack of attention toward customers.

### **General:**

The Market prohibits discrimination in all its programs and activities on the basis of any protected class under federal, state, or local law, including race, color, creed, national origin, age, disability, gender, marital status, familial status, religion, sexual orientation, veteran status, or socio-economic status including discrimination or harassment because all or part of an individual's income is derived from any form of public assistance.

All discrimination, harassment, and inappropriate conduct is prohibited in any form including verbal, non-verbal, and physical unwanted acts and not limited to e-mail, voicemail, chat rooms, Internet use or history, text messages, videos, pictures, images, writings, words or gestures. Examples of inappropriate conduct could include behavior such as sexual innuendoes, lewd remarks, threats, epithets, derogatory comments, visual depictions, unwelcome jokes, and teasing. Violations of this policy will not be tolerated and may result in permanent removal from the Market. There will be no adverse action taken against anyone who report violations of this policy in good faith.

### **Social Media Conduct:**

The Market recognizes and encourages the use of social media in the public relations, marketing, and to create a vibrant business marketplace and sense of community. It acknowledges that all vendors, volunteers, and staff have the right under the First Amendment, under certain circumstances, to speak out on matters of public concern. However, the Market will consider it a violation of this vendor agreement when such use interferes with the good will of the work of the Market, its vendors, or the Town of Coventry; is used to harass fellow vendors, Market volunteers, Market staff, or other members of the broader community; creates a hostile Market atmosphere; harms the goodwill and reputation of the Market or the Town of Coventry; violates the law and/or Market rules.

### **Right to Approve and Terminate:**

The Market reserves the right to approve or not approve any vendor application at its discretion. If a vendor is approved to participate in the Market, but the vendor cannot operate as a member of the Market community in good faith, then s/he will be asked to leave. If violations take place, the Market may take any action it deems necessary to preserve the integrity of the Market, including vendor suspension, permanent vendor expulsion, or, in extreme cases, legal action. In any of these cases, the vendor fee is non-refundable and any unused portion of the fee for the remainder of the season will be not be refunded to the vendor. It is within the sole discretion of the Market, Market Master and Staff, and the Market Operating Committee to determine if a vendor has violated any provision of the Rules and Regulations or otherwise undermines the smooth operations of the Market.

### **Complaints and Dispute Resolution:**

Resolving matters pertaining to interpretation of and compliance with the Vendor Code of Conduct and the Market Rules and Regulations is within the sole authority of the Market, Market Master, and the Market Operating Committee. Any complaints between vendors regarding the origination of their produce or goods, or any other matter, must be directed to a Market Master or the Market's vendor representative. Verbal speculation alone is not grounds for investigation.

### **Modifications to Guidelines:**

The Market reserves the right to revise the Market rules and regulations and the Vendor Code of Conduct at any time deemed appropriate. This document was last modified on March 25, 2017.