

2023 Woolery Farmers' Market Vendor Policies

Updated April 2023

The Woolery Farmers' Market is run by the Bloomington Winter Farmers Market (BWFM), a non-profit organization. Our mission is to extend the farmers' market season and increase the availability of fresh produce and other local products throughout the four seasons of the year. We seek to encourage direct contact between producer and consumer and increase understanding of local food economy issues. We strive to produce and provide the greatest possible variety of local foods while working together in a cooperative atmosphere to ensure the success of the market.

GENERAL OPERATIONS

The Woolery Farmers' Market will be open for retail sales April 1, 2023, and run every Saturday through September 2023, 8 am – 12 pm, and every Saturday in October 2023, 9 am – 12 pm.

In all matters expressly mentioned or unmentioned in these policies, the BWFM Board of Directors and contractors retain the right to set, establish, create, amend, eliminate, or make exceptions to rules, regulations and requirements at any point in time without notice and decisions made will be binding in all cases.

VENDOR DEFINITIONS

A vendor is defined as the person who grows or makes a product for sale and may include the producer's immediate family (parent, child, spouse, grandchild, domestic partner), business partners, or employees. An employee must be involved in the production of the products for sale at the market. The producer's name must be made clear in each booth.

Each applicant must be approved before they are admitted to sell at the Woolery Farmers' Market. Acceptance to the Woolery Farmers' Market is based on the criteria outlined in this policy. The BWFM Board of Directors has the authority to decide who will be accepted as a vendor. All decisions are final.

The Woolery Market consists of four types of vendors:

- 1) A Farmer is defined as one who grows produce, animal products, or other agricultural products in Indiana.
- 2) A Prepared Food Vendor is defined as one who prepares food from scratch using ingredients that he/she has not grown or raised.
- 3) An Exotic Food Vendor is defined as one who raises, produces or catches food outside of Indiana.
- 4) An Other Vendor is defined as one who sells soap, crafts, pet foods, or items appropriate to the mission of the market.

A vendor who falls into more than one category must complete all relevant sections of the application and will be classified according to the majority of their sales. A vendor may not necessarily be approved in all categories of their application.

GENERAL GUIDELINES FOR SELLING

- 1) All products must comply with all applicable local, state, and federal health and safety regulations that govern the sampling, production, labeling, or safety of any product a vendor offers for sale at the market. Failure to comply may result in forfeiture of the vendor's booth.
- 2) Vendors shall clearly mark prices at their stands for all their products so that they are legible to customers at the Market.
- 3) Each vendor's stand and accompanying display shall stay within that vendor's designated space limits.
- 4) All vendors must list products they intend to sell in their initial application. Value added products, non-foods and prepared foods not listed on the initial application must be submitted to the BWFM Board of Directors for approval on the Additional Product Application.
- 5) Vendors must accurately represent their products to the public. Specifically, any claims about organic products or ingredients or health claims must be clear and never misleading.
- 6) A vendor may use Stand Assistants. A Stand Assistant is a person who assists the vendor at the market stand but does not fulfill the definition of vendor. In order to vend, a Stand Assistant must be accompanied by a vendor at the stand at all times. Market Management will consider requests for exceptions that allow Stand Assistants to vend alone in extenuating circumstances. All Stand Assistants will be required to sign either the initial contract or an addendum to the contract.
- 7) We will strive to maintain a minimum of 65% Farmer vendors at each market. Market Management will work with the Market Manager in an attempt to maintain this ratio.
- 8) A vendor is not guaranteed a booth space if the application, contract, payment, or accompanying materials are late.
- 9) Vendors must have tangible products for sale at every market for customers to purchase, in order to receive points for a market.
- 10) All vendors participating in the Woolery Farmers' Market are required to carry General Liability Insurance with \$1,000,000 per occurrence and \$2,000,000 aggregate, and furnish a Certificate of General Liability Insurance clearly listing 'Bloomington Winter Farmers Market' AND 'One World Catering LLC' AND 'Woolery Mill Ventures LLC' as additionally insured before you can vend.

11) If a vendor wants to operate their own stand as their own business and simultaneously run another stand as a booth attendant, the following guidelines must be adhered to:

- Both business owners (vendors) must agree to the arrangement
- Both businesses must be willing to be next to each other
- Each booth must be paid for as separate businesses according to the fee structure set up for the market
- The vendor will be limited to operating stands for 2 businesses only
- The vendor must participate as a vendor helper for both businesses

FARMER VENDORS

A vendor is classified as a “farmer” if the majority of market sales come from raw or minimally processed agricultural products raised/produced by the vendor. The BWFM has adopted a “whole farm” policy: Generally, admitted farmers may sell all products listed on their application, including vegetables, fruits, animal products, wild crafted products, and value-added products, as long as they meet the guidelines below. Farmers themselves must raise/produce all plants, animals, products, materials, or ingredients with the exception of value-added and wild crafted items as outlined below.

Market Management reserves the right to verify that all products are produced in Indiana by the vendor, which may involve conducting an unannounced inspection at the vendor’s property and/or production location.

Farm products that require processing shall be processed in Indiana by the vendor or in a licensed facility as required by law.

Raw meat must meet all health code requirements for legal sale. Vendor must have proper documentation present at the market. The product must have a “safe food handling” label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producer-ship. Vendor must maintain the product continuously in frozen/preserved condition from the time it leaves the processing facility until it is sold at the Market. Products from animals administered growth hormones, such as rBGH, may not be sold at the Market.

Wild crafted products are plant materials from non-cultivated plants on public or private lands. The vendor must obtain all necessary permits and collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

Value-added products are made from raw agricultural products and are more than minimally processed, including, but not limited to jams, cider, frozen fruit, dried fruits and vegetables, soup, and non-foods. BWFM considers two categories of value-added products.

1) Value-added products individually listed on the vendor’s application, that contain a minimum of 50% vendor produced farm products (by weight, water excluded) will be allowed for sale.

2) Value-added foods that contain between 20% and 50% vendor-produced farm products (by weight, water excluded) will be considered on a Farmer's application on a case by case basis. In order to sell a 20-50% value-added food, sales must not constitute a majority of the vendor's market sales. If this is the case, the vendor must apply as a Prepared Food vendor.

Farm Vendors must submit information about each value-added product showing which ingredients are from their farm. Farm vendors may submit additional value-added products after their initial application on the Additional Product Application for approval. Market Management reserves the right to request a detailed recipe, to be held in confidence, if it is unclear to Market Management that the value-added product meets Market guidelines. Farmers selling value-added food products must provide documentation of all necessary permits, licenses, etc. or must demonstrate that the product meets the requirements of the home-based vendor law (HEA 1309).

Farm Vendor Soaps are allowed at the Woolery Farmers' Market provided that at least 20% of the ingredients by weight are raised by the Farmer and it is listed on the Farmer's application.

Wild Mushrooms are not allowed for sale at this time. We do not have the availability of a mushroom inspector, so only cultivated mushrooms can be sold.

Vendors may not sell cultivated fruits, vegetables, or nuts from perennial plants acquired at or near maturity that require ongoing care and are on property not owned, leased, or rented by the Farmer or his/her immediate family.

Farmers selling **honey** must inform customers in writing of the danger of feeding honey to infants and children less than two years of age.

Egg vendors must have a current egg vendor license issued by the Indiana State Egg Board present at the Market, if applicable. As of the printing of these guidelines the health department requires eggs to be stored at 45 degrees Fahrenheit or below, including at the Market. The Indiana State Egg Board has a number of requirements regarding the packaging of eggs, which must be followed at the Market.

Annual plants and herb plants sold by Farmers must be grown by the vendor from seeds, cuttings, or plugs. If grown from purchased plant materials other than seeds, annuals and herbs must be grown on the vendor's premises for at least six weeks before being sold. **Nursery stock** (woody stock, house plants, and perennials) must be grown by the vendor from purchased seedlings, cuttings, or stock or from seeds, transplants, or cuttings raised or taken by the vendor. If grown from purchased plant materials other than seeds, nursery stock must be grown on the vendor's premises for at least eight weeks before being sold.

It is the understanding of the BWFM that the Monroe County Health Department interprets ground grains as falling under the regulations of HEA 1309 (home-based vendor law).

Dairy products sold at Market must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market. If a vendor intends to sell self-processed dairy products, he or she must obtain and provide the BWFM with a copy of a current Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk processor.

Crafts are non-food handmade items composed of agricultural products purchased, collected, or wild crafted by the vendor. Crafts must be assembled/constructed by the vendor. Only nonessential portions of the Craft may be exempt from the requirement that it be composed of agricultural products purchased, collected, or wild crafted by the vendor (e.g. binding, shellac, minimal wreath frames). Crafts must be original and handcrafted by the vendor. Crafts must be safe, have a reasonable life expectancy, and exhibit quality craftsmanship. Crafts may NOT be made from commercial kits or contain a commercially made piece central to the design.

PREPARED FOOD & BEVERAGE VENDORS

A vendor is classified a “Prepared Food & Beverage Vendor” if a majority of their market sales are generated by prepared foods (or value-added foods that do not meet the 50% on-farm threshold) made by the vendor.

All products sold by Prepared Food & Beverage Vendors must be made by the vendor from scratch. Priority is given to producers who are using local sources for ingredients whenever possible. Sourcing from local producers, including other Woolery Farmers’ Market vendors is strongly encouraged. The BWFM Board of Directors is available to assist vendors in finding more local sources for their products.

Products should reflect and educate customers on seasonal availability. The Woolery Farmers’ Market seeks producers of high quality products that are unique, artisan (handmade), and use traditional skills and production methods.

All products must comply with all applicable local, state, and federal health and safety regulations that govern the sampling, production, labeling, or safety of any product a vendor offers for sale at the market. A copy of their commercial kitchen certificate or other required licensure must be available each week for inspection by the Monroe County Health Department.

EXOTIC FOOD VENDORS

An “Exotic Food Vendor” sells food raised, produced, wild crafted, or caught outside of Indiana. Exotic foods must be raised, produced, wild crafted, or caught by the vendor. An additional fee of 5% of gross sales applies to exotic foods, to be paid monthly to the Market Manager by the 15th of the month following the month of sales.

OTHER VENDORS

A vendor is defined as “Other” who sells soap, crafts, pet foods, or items appropriate to the mission of the market, and does not meet the requirement to sell these items as a Farmer.

Soap, crafts, and pet food must be made in Indiana by the vendor and preference in selection will be given to those using locally raised ingredients.

Crafts are non-food handmade items composed of agricultural products purchased, collected, or wild crafted by the vendor. Crafts must be assembled/constructed by the vendor. Only nonessential portions of the Craft may be exempt from the requirement that it be composed of agricultural products purchased, collected, or wild crafted by the vendor (e.g. binding, shellac, minimal wreath frames). Crafts must be original and handcrafted by the vendor. Crafts must be safe, have a reasonable life expectancy, and exhibit quality craftsmanship. Crafts may NOT be made from commercial kits or contain a commercially made piece central to the design.

Pet food must be made in Indiana by the vendor and preference in selection will be given to those using locally raised ingredients.

Pet Foods are food products intended for consumption by pets and not by humans. Pet Foods must be clearly labeled as such. Each vendor must submit a Commercial Feed License from the Office of the Indiana State Chemist in order to sell pet food.

GOOD CONDUCT POLICY

All vendors are expected to act in a courteous and respectful manner to all customers, vendors, volunteers, community members, and Market Management. Support of other vendors, including assistance during setup and teardown, is encouraged. Inappropriate conduct, language, or threats towards other vendors, customers, or the Woolery Farmers’ Market Manager, whether in person or by electronic media, will not be tolerated and may be grounds for immediate dismissal from the Market.

Any vendor with a documented history of creating disunity within the market community or being associated in any way with disruption of commerce at a community farmers' market will not be admitted to vend at the Woolery Farmers’ Market.

Each vendor must leave the selling area clean and in orderly condition. All refuse and unsold goods must be removed from the Market area by the vendor. Vendors may be assessed a fee for cleanup if the Market has to further clean or professionally clean a selling space. Vendors are responsible for disposing of their waste in available trash cans.

NON-DISCRIMINATION POLICY

Members of The Bloomington Winter Farmers' Market Board of Directors, market employees, and persons selling at the Woolery Farmers' Market or participating in Woolery Farmers' Market functions, whether dealing with members of the public, customers, or with other market members, shall not discriminate against any individual in regard to selling of products, hiring, promotion, discipline, or other matters, based on age, sex, race, religion, color, national origin, sexual orientation, political beliefs, the presence of any physical, mental or sensory disability, or any other status or condition protected by federal or state law. The BWFM Board of Directors follows these principles in vendor selection.

HARASSMENT POLICY

Vendors and staff will be afforded a work environment free from harassment, threats and intimidation. Therefore:

- The Woolery Farmers' Market complies with the spirit and intent of federal equal employment opportunity laws and rules.
- All vendors and staff shall project the necessary attitudes and behaviors to ensure that harassment does not occur. Customers or the public harassing Woolery Farmers' Market vendors, market staff or other customers will be asked to leave the market and police will be called if they refuse.
- Vendors observing or having knowledge of incidents or practices within the Woolery Farmers' Market which are deemed harassment as defined in federal equal employment opportunity laws and rules shall report their observations to the Market Manager, or designated person in charge, or file a grievance with the BWFM Board of Directors.
- The Market will not tolerate instances in which a vendor or staff is retaliated upon in any way for complaining of harassment. Confidentiality will be maintained whenever possible.

SEXUAL HARASSMENT POLICY

Sexual harassment is a practice that violates both federal equal employment opportunity laws and the principles of the Woolery Farmers' Market. It will not be tolerated under any circumstances by any participant of the Woolery Farmers' Market. Violators of this policy are subject to disciplinary action by the BWFM Board of Directors.

The following acts are considered sexual harassment:

- Promise of employment or continued employment made implicitly or explicitly predicated on sexual activity as a condition for employment.
- Implicit or explicit coercive sexual behavior to control, influence, or affect any employee, contractor, customer, potential customer, or vendor.

- Deliberate or unsolicited verbal comments, gestures, or physical contacts of a sexual nature which are unwelcome or interfere with work performance or create an intimidating, hostile, or offensive work environment. Sexual harassment exists when these behaviors occur and are unwelcome.

FOUL LANGUAGE POLICY

Foul language will not be tolerated at the Woolery Farmers' Market from vendors, market staff, customers, or other members of the public.

Violators of the above policies regarding non-discrimination, harassment, sexual harassment, and foul language are subject to disciplinary action: for Board members this includes dismissal from the board and all other Woolery Farmers' Market responsibilities; for Woolery Farmers' Market staff this includes immediate termination of contract; for Woolery Farmers' Market vendors violation may result in eviction from the Woolery Farmers' Market with no refund of fees or rents paid; customers and other members of the public attending the Woolery Farmers' Market will be asked to leave market and police called if they refuse.

DISRUPTION OF COMMERCE

Protesting is prohibited within the Woolery Farmers' Market venue and the immediate grounds surrounding the venue. Protesting is defined as, but not limited to, carrying signage in the market, distributing literature, and picketing. Disruption of commerce and harassing vendors and/or customers is strictly prohibited. Woolery Farmers' Market staff has the authority to determine what is considered protesting and will ask those participating in such actions to leave the market and area surrounding the venue. If individual(s) do not leave, the police will be contacted.

There will be no distribution of literature, etc. within the Woolery Farmers' Market or the immediate surrounding area by those running for or representing a political party, any business not currently under contract with the Woolery Farmers' Market, any religious organization, or any other organization/individual not affiliated with the BWFM or Woolery Farmers' Market. This is a private venue open to the public solely with the intention of promoting commerce with contracted vendors.

ATTENDANCE

Vendors must be in their booth space with their car parked in the vendor parking lot half an hour before the market begins on the morning of Market. If a vendor arrives less than half an hour before the market starts, he/she must walk products and booth materials into the market from the parking lot. Vendors must stay for the duration of the Market and may not take down their tables until the time the Market closes. If a vendor will not be able to attend half an hour before the beginning of the market due to weather or extenuating circumstances, he/she must call the Market Manager.

Vendors paying by the week must notify the Market Manager by Wednesday at 6:00 pm if they plan to vend that week.

Vendors must cancel with the Market Manager by Wednesday at 6:00 pm if they will miss a Market they are scheduled to attend that week. No refunds will be given for missed Markets. A vendor who repeatedly fails to attend the markets for which they have contracted, repeatedly fails to notify the Market Manager of delays and cancellations, or repeatedly arrives late may forfeit the rest of the season's reservation and may forfeit contract acceptance the following season, at the discretion of the BWFM Board of Directors.

GRIEVANCES

The Woolery Farmers' Market is committed to making the Market a positive experience for both vendors and customers. If a vendor or a customer has a complaint about some aspect of the Woolery Farmers' Market, they should bring their complaint first to the Market Manager, preferably in writing. If the Market Manager cannot resolve it, the person with the complaint and Market Manager can work with the Executive Committee of the Board to resolve the complaint. The BWFM Board of Directors is the final arbiter for resolution of any complaints.

VENDING SPACE ASSIGNMENT

The Market Manager and Board President will assign vending spaces along with adjusting the booth map as necessary to accommodate the needs of the market. They will use their best judgment, and take into account, as necessary, factors including, but not limited to, vendor needs such as electricity or handicap- accessibility, physical distribution of products throughout the Market, placement of partial season/day vendors, customer congestion issues, and the visual esthetic of the Market.

All vendors accepted to the Woolery Farmers' Market have the opportunity to purchase a second booth space if desired. If a vendor would like to purchase more than one space at the beginning of the season they must indicate this on their application. Second booth spaces will be available the day of the market. Vendors must let the Market Manager know by 7:00 am if they desire a second space. The cost will be the same as the daily booth space fee. Vendors assigned a first space will not be moved to accommodate the purchase of a second space (e.g. to allow purchaser's booths to be side by side). The vendor is responsible for finding someone to man a second booth. Exceptions will not be made.

WEATHER POLICY

The WFM is open rain or shine. Our commitment to our customers and vendors is to be open the days and hours we have published. We take weather issues very seriously both for the health and safety of our vendors and customers. Our policy is tied to the best information we have at the time a decision must be made on how to respond to impending bad weather.

- **Vendors must be prepared for inclement weather every market day.** Tent weights must be in place for every market. If we are experiencing high winds at the market resulting in a potentially dangerous situation for vendors and customers, vendors will be asked to take down their tents by Market Management.

- Vendors should monitor weather forecasts leading up to the market for the possibility of rain, storms, and wind to be prepared or advise staff about weather risks and how to respond. Staff should know when to seek refuge in their vehicles.
- Market Management will also monitor weather forecasts closely, coordinate with vendors, and notify customers in advance of impending weather risks.
- In the case of heavy rain during or prior to the market, the market may be moved to the parking lot, if it is available that day. Vendors will be notified through email with an updated map and information regarding the move. Customers will be notified via social media.
- The Market Management will inform vendors of weather-related decisions on **delayed opening, temporary suspension, reopening or closure for the remainder of the market day.**
 - **If a severe weather threat occurs prior to the opening** of the Market and there is reason to believe the threat will persist through much of the morning, the Market opening may be delayed.
 - **If severe weather conditions develop after the Market has opened**, vendors may be advised to seek refuge in their vehicles until the weather has passed. **Customers** will be advised by Market Management to leave the market area and seek shelter in their vehicles.
 - In most cases, summer storms are short lived and when that is the case, the Market will reopen once the danger has passed. If the storm does not subside in a reasonable amount of time, the Market will close for the remainder of the day.
 - Vendors may elect to leave even though the Market has not been closed for the day but should only do so if the storm has subsided to the point where tents and supplies can be safely packed into vehicles AND visibility is good enough for safe departure.
- In all cases, if the Market is delayed, suspended, reopened, or closed for the remainder of the market day, a **notification will go out on Facebook and Instagram and posted on the WFM website.**

POLICY VIOLATIONS

These policies may be made more specific in the future as need requires. One of our main goals is to have a framework in place so that the Market Manager can take immediate action when necessary and then refer larger issues to the BWFM Board of Directors for further deliberation. Violation of any policy of the Woolery Farmers' Market may result in any of the following consequences: warning, being asked to remove a product of concern, being asked to leave for the current Market day, being asked not to vend for the remainder of the Market season or being forbidden from returning to Market in all future seasons.