

Tab 1



2025-2026 Indy Winter Farmers Market Vendor Agreement

Thank you for your interest in participating as a vendor at Indy Winter Farmers Market (IWFM). The IWFM is an initiative of 16 Tech Community Corporation, the nonprofit responsible for the 16 Tech Innovation District. The IWFM is a cornerstone initiative to promote access to fresh local food year-round. It 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. In addition, the IWFM encourages local entrepreneurship, a growing food culture, and educational exchange toward improving the quality of life and experience for Indianapolis residents and visitors.

By clicking a box to accept or agree to this 2025-26 Indy Winter Farmers Market Vendor Agreement (this "Agreement"), "you" or "vendor" accept and agree to be bound and abide by this Agreement.

Market Dates & Location

The IWFM is open from November 15, 2025, through April 25, 2026. It will be located in The AMP at 16 Tech (1220 Waterway Blvd, Indianapolis, IN 46202).

Product Guidelines

Market goods allowed for sale at the IWFM include:

- Produce
- Grains, Beans, Popcorn, and other dried foods
- Dairy & Eggs
- Sustainably raised meats
- Honey & Syrup
- Prepared foods
- Baked goods
- Plants & Flowers
- Preserved foods

- Natural beverages
- Pet food, treats, and products
- Specialty food items
- Herbal health products

The IWFM also accepts applications from vendors who create home care, body care, and other environmentally friendly 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 the explicit approval of each product by the IWFM Manager. The market reserves the right to accept additional vendors deemed as contributors to the advancement of the mission and culture of the IWFM.

Origin of Products

To participate in the market, your products must originate in Indiana. Limited exceptions will be made for vendors from bordering states or unique circumstances. If you would like assistance sourcing local ingredients, please email our Market Manager (marketmanager@16tech.com).

Your products also must be grown, raised, or produced by the vendor renting the booth space. This is extremely important to our mission of connecting farmers with consumers. We believe it is crucial for every customer to have the opportunity to ask specific questions about how the product was produced, and every vendor should be able to answer.

Vendors wishing to create a partnership, and sell on behalf of another farm must first apply and gain approval from the Market Manager for a Partner Vendor prior to offering the items for sale.

Partner Vendors will be permitted under the following conditions:

- The partner vendor is also in compliance with all conditions of this contract, as if they were a primary vendor.
- The partner vendor's products do not exceed 25% of the primary vendor's offered products.
- The partner vendor files a completed application with the Indy Winter Farmers Market, including the \$20 application fee, unless they are a returning partner vendor.
- All products supplied from the partner vendor will be labeled as such so customers know where the product originated.
- The primary vendor must be familiar with the growing practices/production of the partner vendor's goods. The primary vendor should possess sufficient expertise to discuss partner vendor products as though they were their own.

For example: cooperative farm partnerships or business collaborations that enable more local farms and producers to benefit will be considered. Reselling of wholesale produce or products is not permitted.

Vendors must list all products they wish to sell on their application. Any additional product must be approved by the IWFM Market Manager in advance of the date that the vendor wishes to bring said product to the market and must comply with the IWFM Rules and Regulations.

Product Selection Policy

The IWFM does not allow any vendor the exclusive rights to sell any particular product. However, we limit how many vendors of each type will be allowed. We want to ensure all our vendors are successful, and if too many vendors are selling the same items, none of them will be profitable. In addition, we also consider the products offered by our permanent AMP vendors to avoid duplication and to support their continued success. Therefore, priority will be given to the following products:

- Vendors who are USDA Certified Organic, using organic farming practices, or sourcing organic produce.
- Farmers have priority over value-added or prepared food vendors.
- Farmers using environmentally responsible, sustainable, and humane methods.
- Food vendors sourcing produce from local farmers to prepare foods.
- Products that are currently unavailable or under-represented in the market.
- Vendors in good standing who participated in previous seasons, provided their production practices remain unchanged.
- Vendors whose operations have proximity to the market.
- Under-represented farmer/producer populations.

Expectations of Vendor Attendance

All vendor fees must be paid prior to attending the market. Any fees incurred for missing a market without notice, or repeated late arrival without communication with the IWFM Manager, must be paid within one week, or prior to attending the market again, whichever comes first.

The market operates Saturdays from 9 a.m. to 12:30 p.m. Set-up begins at 7:30 a.m. **All vendors are expected to be at the market and set up by 8:45 a.m.**

If a vendor is late, they must call or email the IWFM Manager directly by 8:30 a.m. on the market day to avoid potential fines. If a vendor is late to the market more than three times during the season they will be charged a \$15 late fee for each additional late arrival. In cases of inclement weather, no vendor will be issued a fee for late arrival.

The market ends at 12:30 p.m.; no tear-down will begin until that time. **All vendors are expected to be out of the building by 1:30 p.m.** Vendors who leave messes (trash, produce scraps, etc) or are not cleared out by 1:30 p.m. may incur a \$15 fee for clean-up/late exit. If each vendor does not clean up their space and exit in a timely fashion, it prevents the team contracted by the AMP and paid for by the IWFM from completing their work. It also impedes subsequent programming scheduled at the AMP.

If a vendor is unable to attend any market day, the vendor must notify the IWFM Market Manager before 5 p.m. on the Wednesday before the market day. **If you do not attend and fail to inform the Market Manager accordingly, you will be charged \$25.** This is necessary to determine market needs, accurately promote weekly vendors to be in attendance, support the shopper experience and customer service, and create continued growth in attendance.

It is a requirement that part-time vendors confirm attendance via Market Spread on Wednesday before the market or their space will be offered to a wait-listed vendor and they may be turned away on Saturday morning due to vendor capacity.

We strive to have a full market every single week. Repeatedly missing a market without notification will be grounds for dismissal from the market for the duration of the season.

We are understanding humans. If you need to miss the market due to an emergency or you are feeling sick, please contact the Market Manager. If you are experiencing symptoms of illness please notify the market manager as soon as possible and wear a mask while in attendance if appropriate. Vendors experiencing severe symptoms such as but not limited to: fever, vomiting, diarrhea, or difficulty breathing should not attend the market.

Vendor & Booth Fees

A non-refundable vendor **application fee of \$25 is due on all new vendor applications** or for vendors who have made significant changes in their product offerings. This fee can be incorporated into the fee for vendors who pay for the full and half-season.

- **Discounted Full Season Vendor rate - \$525/24-weeks** (Must be paid in full in advance prior to the beginning of the season to receive discounted rate)
 - **Full Season Double-Booth rate - \$625/24 weeks** (Must be paid in full in advance prior to the beginning of the season to receive discounted rate)
 - These rates may be adjusted based on the decision on whether or not to hold the 12/23/23 and 12/30/23 markets.
- **Discounted Half Season Vendor rate - \$275/12 weeks** (Must be paid in full in advance prior to the beginning of the season to receive discounted rate)
 - **Half Season Double-Booth rate - \$375/12 weeks** (Must be paid in full in advance prior to the beginning of the season to receive discounted rate)
- **Weekly Vendor rate - \$25 per market day** (Due before the start of the market)

The weekly vendor rate will be invoiced every Monday prior to the Saturday market, and **payment must be paid by Wednesday before the market you are attending.**

Potential Fees incurred due to missing market, late arrival or late exit:

- Missing a scheduled market without advance notice (Wednesday preceding) - \$25/wk
- Late arrival fee due to repeated, uncommunicated late arrival - \$15/wk

- Late exit/failure to clean up booth space (repeatedly) - \$15/wk

Booth Assignments & Guidelines

Vendors will be assigned a booth space by the Market Manager. Updated booth assignments can be found each Wednesday on Market Spread. To the greatest extent possible, full-season vendors will be assigned a location for the entire season. Half-season and daily vendors will be assigned space where it is available and are likely to be moved around. **All location requests will be taken into consideration, and we will do our best to accommodate them in a need-based priority. Please keep in mind that space is limited and the market managers are considering all aspects of the vendor schedule when assigning booth spaces.** We will do our best to separate like products for diversity in the market.

A typical vendor booth at the market is eight feet wide by six feet deep. Vendors are required to provide their own tables. 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 will be based on availability. Vendors needing more than eight feet of booth frontage should indicate the desired booth space and weeks requested in their application. There is an additional charge for additional booth space.

Vendors may store ONLY tables in the IWFM storage area. No food items, products, valuables, or other food preparation devices may be kept in the IWFM storage area. The Indy Winter Farmer Market is not responsible for lost, damaged, or stolen property stored in the IWFM storage area.

Vendor Load-In & Load-Out Instructions

To help ensure a smooth process for everyone, please review the following guidelines:

- **Carts Available:** Wooden carts are available on a **first come, first served basis**. Please return carts to their designated storage spot inside when finished.
- **Parking for Load-In/Out:** You may temporarily park to load in or load out. Approved access points include:
 - The **garages located** on the **northwest** and **southeast** corners of the space.
 - The **regular entry doors**, if preferred.
- **Prohibited Parking:**
 - Do **not** park in the **AMP vendor lot** located in the **northwest corner** of the area.
 - Do **not** park on the **sidewalk** for any reason, whether temporary or otherwise.
- **Traffic Flow:** Please do your best **not to block traffic** during load-in or load-out. Be mindful of other vendors and guests who may be arriving or departing.

Booth Signage

All vendors are allowed to hang and place signage within the provided booth space. Please ensure your signage does not obstruct the space or view of another vendor.

All products should be clearly labeled with the item name and prices.

Partner vendor products must be identified on product labels.

SNAP and Fresh Bucks signage will be provided by the market if your products qualify for these programs.

W-9's

A completed IRS Form W-9 is a requirement of 16 Tech Community Corporation for all Indy Winter Farmers Market vendors. This form must be on file in order to receive any reimbursement of funds owed for goods purchased by market patrons. This includes SNAP reimbursements. No payments or reimbursements can be issued without a current W-9.

Certificate of Insurance

Vendors must carry all insurance required by applicable law, rule, regulation, or license or permit requirements. This insurance must include, at a minimum, liability insurance with an aggregate policy limit of no less than \$1,000,000. All vendors must provide a Certificate of Liability Insurance to the IWFM. The Certificate of Liability Insurance must name 16 Tech Community Corporation, an Indiana non-profit Corporation as an additional insured with the address The AMP at 16 Tech (1220 Waterway Blvd, Indianapolis, IN 46202). Insurance must be in place before each vendor's first market day, and a copy of proof of insurance must be provided with the vendor application.

Food Quality & Safety

All products must be in compliance with the Marion County Health Department and the Indiana State Board of Health. It is expected that all sellable and sampling products be fresh, clean and in good condition when presented at your booth. The Market Manager will ask any poor quality, broken, or unhygienic products be removed from a vendor's display and thus not be sold.

The Marion County Health Department (MCHD) will conduct inspections at farmers markets to ensure their regulations are enforced. It is the vendor's responsibility to be informed about all

health department regulations that apply to their products, including setting up proper hygiene stations.

Home based vendors in good standing and registered with the Marion County Health Department and operating in compliance with House Enrolled Act HEA 1149 are permitted to vend at the Indy Winter Farmers Market. Home based vendors will be required to have up to date knowledge of approved home based vendor products, labeling procedures, and signage. Home based vendor requirements can be found via the Marion County Health Department's website: <https://marionhealth.org/wp-content/uploads/2023/06/2023hbv-2.pdf>

Permits & Licensure

Select vendors are required to attain a farmers market license. If you have questions regarding requirements and applying for a food license, please contact the Coordinator of Temporary Food Events at the Marion County Health Department, Kelli Whiting, at KWhiting@marionhealth.org.

All vendors who wish to sell eggs must provide a State Egg Board certificate. You can find the information and application at <http://www.ansc.purdue.edu/iseb/>

All home based vendors are required to obtain a food handler certification from a certificate issuer accredited by the American National Standards Institute (ANSI). The home based vendor must provide a copy of the certificate upon request to the health department and consumer. An up-to-date list of the approved Certified Food Handler certification providers can be found here: https://drive.google.com/file/d/1y6fzic5RZPQpz_SqJp9gfvVgFlfkSeX/view. Home based vendors will need to submit a menu, ingredient and packaging labels, and your certified food handler certification to Kelli Whiting, at kwhiting@marionhealth.org in order to become registered with the Marion County Health Department.

Vendors must have in place, prior to the beginning of the season, all licenses and permits required by law, rule, or regulation. Physical or digital proof of all necessary licenses and permits must also be submitted to the Indy Winter Farmers Market prior to participation. The vendor is responsible for determining its own license and permit requirements, and any information contained in this Agreement is provided merely as a courtesy and should not be relied upon. The vendor shall defend, indemnify, and hold harmless the IWFM for all losses, liabilities, and expenses associated with vendor's failure to hold the required licenses and permits and any violation of law by vendor.

SNAP & Fresh Bucks

The IWFM will offer SNAP (Supplemental Nutrition Assistance Program) and matching Fresh Bucks checks to income-eligible customers. Participating customers will buy tokens at the IWFM booth and use those to purchase qualified food from vendors. 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 a product that equals the value of their tokens. Participation in these programs is mandatory for vendors with qualifying products, and no discrimination will be tolerated. Vendors will return SNAP tokens at the end of each market to be counted weekly and reimbursed after the end of each month. Fresh Bucks checks will be deposited by vendors. **Vendors are obligated to verify that the SNAP tokens they receive are indeed IWFM SNAP tokens. Vendors will not receive compensation for tokens from other markets that they accept.**

Fresh Bucks is a 2:2 dollar match of Hoosier Works EBT/SNAP transactions at Farmers Markets, which will match participant SNAP dollars up to \$20. Fresh Bucks Incentive Cards can only be accepted by produce vendors enrolled in the program through the Marion County Public Health Department. Please contact the Market Manager if you have questions about eligibility or enrolling in the Fresh Bucks Program. Vendors not enrolled in the Fresh Bucks Program will not be able to accept or receive credit for Fresh Bucks check vouchers.

If a vendor accepts SNAP tokens or Fresh Bucks for a non-applicable product, the IWFM cannot offer any refund for any reason.

Gift Tokens

Customers can visit the IWFM booth and charge their credit or debit card in exchange for gift tokens. These tokens can be used to buy any vendor products and cash at the IWFM. Vendors must return gift tokens at the end of each market to be counted weekly and reimbursed after the end of each month. Tokens not returned at the end of the market day will not be reimbursed. Please ensure that you are only accepting IWFM gift tokens. **The IWFM cannot reimburse vendors for tokens from other farmers markets.**

Market Policies

Fines - Potential Fees incurred due to missing market, late arrival or late exit:

- Missing a scheduled market without advance notice (Wednesday preceding) - \$25/wk
- Late arrival fee due to repeated, uncommunicated late arrival - \$15/wk
- Late exit/failure to clean up booth space (repeatedly) - \$15/wk

Parking - Vendor parking will be available at the 16 Tech North Parking Garage, located directly behind the AMP. There is no cost to park in the garage during the IWFM. Customers will be able to park at no charge directly in front of the building and west of the building. Additionally, parking instructions will be shared as we get closer to the opening date of the market. **The main parking area is reserved for customers; please park in the vendor parking area ONLY.**

Electricity - We provide access to electricity at the market. Please consult with the Market Manager if you have any questions about what equipment is allowed on site. All vendors are responsible for providing their own extension cords and surge protectors. **You must notify the**

IWFM Manager in advance of attending of your electrical needs, otherwise, it may not be possible to accommodate access to electricity.

Trash & Recycling

Vendors must dispose of their own trash, break down all boxes, and place it in the dumpsters behind the building. Please ask the Market Manager where to properly dispose of your trash at the end of the market if you are uncertain. Please **DO NOT** place trash in full trash cans! There are on-site trash and recycling bins inside the marketplace that can be used during the event. We encourage all vendors to use environmentally friendly packaging, if possible. Vendors who leave trash and other debris in their booth space are subject to a \$15 clean-up fee.

Market Cancellation

The IWFM will operate rain or shine, and at any temperature. In case of dangerous weather conditions, all vendors will receive an update at 8:00pm via Marketspread on the Friday before the market. If a decision still needs to be made after that, vendors will receive a final decision by 5:45 a.m. via marketspread on Saturday morning if the market is canceled. IWFM will do its best to communicate the Friday before if there is a concern about inclement weather. Vendors can contact the Market Manager if there are any questions or concerns about the weather. If the City/State issues a road closure and stay home order for the day of the market, the IWFM will not be open.

Weekly Surveys

Each week, IWFM will be collecting information about each vendor's sales and experiences weekly. Measuring our economic impact in a quantifiable way will help us apply for grants and pursue sponsorships for the market, which helps us create a better market for vendors. **No identifiable information will be shared.** The surveys allow vendors the opportunity to provide market feedback on a weekly basis. Participation in gathering this data is mandatory through the online weekly vendor email or with a hardcopy at the market each week.

Conduct & Complaints

The IWFM expects all vendors to conduct themselves in an appropriate manner at all times. Politeness to customers, other vendors, and market volunteers and staff is mandatory. If anyone experiences behavior they are uncomfortable with from any individual at the market, please inform the Market Manager and the situation will be addressed promptly. Complaints of any kind will be documented and investigated by the 16 Tech Community Corporation. Depending on the nature of the complaint, this may include an inspection of your operations. Discrimination or harassment based upon race, ethnicity, sex, gender identity, sexual orientation, religion, creed, national origin, age or disabilities will not be tolerated.

Marketing & Communication

Each vendor will receive a social media toolkit containing IWFM graphics for vendors to use when posting about their participation in the market if they so choose. All Vendors are encouraged to participate on social media, including linking and sharing posts from the IWFM to their own pages. Photos taken of any booth at the market may be used in marketing projects for the IWFM.

We encourage you to send weekly specials and business updates to the Market Manager for submission in the weekly newsletter. These newsletters and the Vendor Guidelines should also be shared with individuals employed to work a primary vendor's market booth in their place to ensure guidelines are being communicated and met.

Rules & Regulations

In addition to the rules, the IWFM retains the right to establish and modify Rules and Regulations from time to time related to the operation of the Market and for the safety of IWFM staff, vendors, customers, and the general public, as it deems necessary in its sole discretion. The vendor shall abide by all IWFM Rules and Regulations.

Termination

IWFM shall have the right to immediately remove any vendor from the market for any suspected violation of law, rule, regulation, or license and to immediately terminate this Agreement and the Vendor's right to operate at the IWFM in the event of the Vendor's breach of this Agreement or any rule or regulation established by IWFM. In the event of any natural disaster, epidemic, pandemic, the act of government or court order, quarantine, adverse weather, or any other event beyond the reasonable control of the IWFM, IWFM shall notify the vendor as soon as reasonably possible and shall have the right to immediately close the market and/or terminate this Agreement, in its sole discretion. In such an event, IWFM shall not be responsible to any vendor for damages and shall not be required to return any prepayments, deposits, or other vendor fees.

Hold Harmless

Vendor shall defend, indemnify, and hold harmless 16 Tech Community Corporation, and the IWFM for all losses, liabilities, and expenses associated with the vendor's failure to comply with the foregoing requirements. Vendors are participating in the IWFM market at its own risk.

16 Tech Community Corporation will not be responsible to the vendor for any damages or liabilities arising out of or relating to the vendor's participation in the IWFM market. This

Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to its rules on conflicts of laws.

By signing below "you" or "vendor" accept and agree to be bound and abide by this agreement.

Signature: _____

Date: _____