

Farmers Market Rules and Regulations



1) All appropriate state, county and city regulations must be observed by participants of the Market.

- The Logan County Farmers Market is responsible for the Market's Vendor's Permit for the event of the Saturday morning Farmers Market.
- Vendors are responsible to obtain all other licenses, permits, or fees required by local and state governments. This includes the Vendor's license for products upon which a sales tax is collected and any licensing that may be required for processed foods.

2) The *Downtown Bellefontaine* Market will open the first Saturday in May and close the last Saturday in September. The Market will be open on Saturdays from **8:30pm until 12:00p.m.** a) Vendors are responsible for arriving to the market location with adequate time to be set up at the start of the market day

b) Vendors that arrive at 8:15am or later, may be moved to the end so as to ensure that all spaces are filled in working toward the end of the lot.

3) Each seller must be a producer of agricultural, horticultural, baked goods, body products, and/or animal husbandry products and the vendor of these products. All products must be grown and/or produced within a 40-mile radius of Bellefontaine, Ohio. Vendors are to sell only what they produce. Any questions of eligibility will be determined on a case-by-case basis by the Board of Directors.

- Flowers, Plants, and Trees: Must be from the farmer's own farm or greenhouse. Producers must start bedding, potted plants or flowers from seed, cell pack, bulbs, cutting, or plugs. Producers must plant or repot all plant material because re-sale of flowers, plants, and trees is prohibited.
- Soaps & Herbal Products: Must feature some of the grower's own seasonal ingredients. Artisanal producers in this category will be reviewed on a case-by-case basis.
- Wool & Pelts: Must be from the farmer's own animals, but may be processed off-farm.
- Baked Goods: Must be fresh and baked from scratch using local seasonal ingredients as much as possible. Preference is given to bakers using ingredients sourced from Ohio growers. No commercial mixes, crusts, or commercially-flavored fillings may be used. Vegetables, fruits, grain berries, and various flours can be frozen, canned, or dehydrated before baking.

4) LCFM exists for the purpose of promoting food-based businesses. Solicitation is not permitted at the Market. Generally, vending for the sole purpose of raising money for a non-food/non-agricultural business or non-profit will not be permitted. If a vendor chooses to support a non-food business or non-profit with proceeds from sales, the business's mission may be noted at the vendor's booth but not be the sole purpose of the booth.

- **Vendors:** If a vendor chooses to support a non-food business or non-profit with proceeds from sales, the business's mission may be noted at the vendor's booth but not be the sole purpose of the booth.
- **Non-Vendors:** Non-Vendors sole purpose at the market must be for the intent of promoting the values of their organization that align with those of LCFM. Any other noted missions must always remain subsequent to the first intent of market attendance. A \$25 setup fee will still apply to any non vendor who is approved by the board to attend the market.

5) Sellers will set their own selling price. **Prices must be displayed clearly at each Vendor location.** No end of day mark-downs.

6) Produce sold by weight must be weighed on Auditor certified scales.

7) Sellers take the responsibility to file their own appropriate tax forms.

8) Stall Assignment Considerations: Stalls are assigned with respect to balance/variety of products at market, number of days producer requests to be at market, and timing of participation during the season. Assignments for the season and each week are made at the discretion of the Market to maximize space, promote diversity of product in the Market, and assure safety. **The same location each week is not guaranteed. Producers unable to be at market as planned must give the Market Manager 24-hours notice.** Returning producers may request the same space as prior year, but stall assignments are not guaranteed.

a) Excessive absences (or failure to notify Market Manager of absence), as determined by the discretion of the Market, will result in one of the following consequences:

- **After 1 no-call no show**, the vendor shall receive a warning before setup at next market weekend in attendance. (This includes a lack of 24 hour notice)
- **After 2 no-call no-shows**, a \$25 fine is owed before setup at next market weekend in attendance. (This includes a lack of 24 hour notice)
- **3 or more no-call no show experiences** result in Board consideration of expulsion from LCFM for the current season.

9) Produce must not be in direct contact with the ground and must be on tables, truck beds, cartons, or on the tailgates of vehicles or in containers. *Items with hard rinds such as melons, pumpkins, or winter squash may be the exception.

10) Each vendor must conduct themselves and their equipment or vehicles in a safe manner. **Canopies must be anchored at each corner from set-up to take-down. This can include attaching to vehicle and/or weights at each corner, but every corner must be secured. Required weight per corner is 25 lbs. Canopy must be taken down if this requirement is not met, but vendor will still be allowed to remain at Market.**

<http://codes.ohio.gov/oac/1301:7-7-31v1> see 3103.9 for tent anchorage specifics.

11) To increase producer sales and provide access to LCFM for those with Supplemental Nutrition Assistance (Ohio Direction Card or EBT), **we require producers with eligible products to participate in our token programs.**

- a) Reimbursement checks of any token or incentive program must be cashed within 6 months of the issue date. After 6 months, LCFM reserves the right to cancel the check.
- b) Tokens/vouchers for reimbursement should be turned in no later than the end of the month that they were received by the vendor. **If the vendor does not turn in all tokens/vouchers by the end of the Market season**, LCFM reserves the right to reimburse 50% of requested amount with 50% being accepted as a donation to LCFM.

12) Vendors are prohibited from selling elsewhere under the name of the Logan County Farmers Market unless permission has been granted by the Board of Directors.

13) All spaces are to be maintained in an attractive manner and all waste removed at the close of the Market. Those not in compliance will be assessed a minimum \$5.00 service fee.

14) The Board of Directors retains the right to ask a Vendor not to return if they are in violation of the Rules & Regulations. The Vendor may take this dispute to the Board of Directors for resolution. Other grievances or problems are to be directed to the Market Manager or the Board of Directors for resolution.

15) The selling of pets or live animals is prohibited.

16) The Board of Directors reserves the right to inspect your farm should a question arise about where your products originated.

17) **Fees for the entire season**, paid in full by April 30, are \$110 for a single space or \$220 for a double space. Vendors cannot sublet to other vendors, but can share space with one other vendor. Vendor fees at shared spaces are not reduced; each vendor is responsible for the full fee.

- a) Mid-Season vendor admission cutoff date is June 30, at which time the completed application and appropriate vendor fees are due.
- b) If a vendor, who has paid the full season of vendor fees, faces a growing or financial hardship prior to or during the market season which prohibits attendance 3 or more market Saturdays during the season, the Board will take the case into consideration for fee reimbursement.

Daily rent for one space is \$25 per day, capped at \$125 for the season. Spaces rented on a week-by-week basis cannot be shared with another vendor.

18) The Association shall not be liable for any claims from consumers regarding items purchased at the Market. **Proof of a minimum of \$1,000,000 product liability insurance is required to be a vendor at the market.** While LCFM works to create a safe environment for all, we are not responsible for any accidents that may occur at the Market. With acceptance into the Market, every producer agrees to indemnify and hold harmless the Market, and any individuals associated with the operation of the Market, from any and all claims.