

## Tarrytown and Sleepy Hollow Farmers Market

### Market Rules and Regulations 2020

Thank you for your interest in the **2020** Tarrytown and Sleepy Hollow (The TaSH) Farmers Market.

Tarrytown and Sleepy Hollow Farmers Market (hereafter, the Market) is a mission-driven, producer-oriented farmers market operated by Rivertowns Village Green Inc. (RVG), a non-profit, 501(c)3 corporation and community-based organization. Our mission is to improve access to quality locally produced food; connect people and farmers; enhance public understanding of our food system; stimulate community conversation about sustainability, food, health and food justice; and serve as a village green for diverse community interests, activities and entertainment.

With live entertainment, children's activities and other special events, the Market also serves as a lively destination and gathering place that fosters community participation and promotes the cultural and commercial resources of Tarrytown and Sleepy Hollow to visitors. Through proactive collaboration with local government, businesses and community organizations, the Market provides a true "village green" atmosphere for Tarrytown-Sleepy Hollow civic life.

RVG is governed by a volunteer board of local citizens and employs a part-time staff consisting of the Market Manager, Assistant Market Manager and TaSH "hands" to run the day-to-day operations of the Market in conjunction with the board. The staff represent RVG and are authorized to carry out market rules.

**Location:** The Market is held outdoors at Patriots Park, Tarrytown, New York

**Dates:** Saturdays, Memorial Day weekend through the Saturday before Thanksgiving

**Hours of operation:** 8:30 am to 2:00 pm

**Contact Information:** [tashfarmersmarket@gmail.com](mailto:tashfarmersmarket@gmail.com) OR [tashfarmersmarket.org](http://tashfarmersmarket.org)

[2020 Season Application](#)

#### I. VENDOR SELECTION

- Interested vendors should submit an application to RVG for review no later than March 1. The Vendor Committee will review the application and decide if the vendor is a good fit for the market and if there is space available. Vendors will be notified of their acceptance into the Market by April 1. Applications will also be considered throughout the market season if space is available.
- Once the application is approved, the vendor and RVG will enter into a binding contract which includes the application and a signed copy of these rules, indicating the vendor has read and will comply with them.
- Vendors are required to apply annually.
- Applications are available at [Farmspread.com](http://Farmspread.com)

#### II. ELIGIBILITY TO SELL AT THE MARKET\*

- The Market is located on public property, where commercial activity is not normally permitted. The Market is permitted partly because the Rules and Regulations encourage local and regional farmers and/or producers to sell what they grow and produce.

- Vendors may participate in the Market only at the invitation of the RVG board. RVG is under no obligation to extend participation privileges to any vendor.
- The Market is a food-centered, producer-oriented market. Vending at the Market is restricted to regional growers or producers of homemade products using regionally sourced ingredients. When ingredients cannot be sourced regionally, we seek vendors who source from sustainable, family-run farms and who add value through regional processing. All farm products must be grown or wild-gathered by the vendor within a 100-mile radius of Tarrytown, NY or anywhere in the state of New York. The Market may also invite skilled trades people whose services are in high-demand and integrally related to the mission of the market.
- In accepting vendors, preference is given to Certified Organic, Certified Naturally Grown and farms who have taken the NOFA (Northeast Organic Farming Association) Farmer's Pledge. Any vendor claiming organic certification must display documentation. All agricultural vendors are encouraged to display information about their growing practices at their booth.
- Flowers and plants must be produced by vendor.
- With the application, all vendors will submit a list of the items they intend to sell throughout the season. If they wish to sell something not on the list, they will contact the Market Manager in advance of market day for approval.
- Re-selling of produce or other agricultural products, from another family-run farm may account for only 20% of a vendor's offerings and must be sourced within 100 miles of Tarrytown; re-selling from family-run farms must be pre-approved by the Market Manager; items not from vendor's farm must be clearly labeled with names and locations of the grower or producer. If sufficient quantities of a particular item are being sold by a producing vendor, re-selling of that item by another vendor is prohibited.
- No re-selling of wholesale produce or other agricultural products is allowed; evidence of this practice will be grounds for immediate removal from Market.
- Extreme price-cutting of first quality produce is prohibited. Special promotions and sales at the end of the market day are allowed. The Market Manager may intervene to settle disputes.
- RVG encourages vendors of prepared or processed foods to source ingredients from regional and/or organic producers.
- Crafts such as soap, wool products, bee products and other agriculturally related items are expected to be made by using locally grown or produced items. All other craft items are strictly prohibited except for special events and/or with express approval of the Market Manager.
- RVG expects vendors to bring high quality products and the Market Manager will monitor for consistency.

### III. FEES, DEPOSIT, SALES REPORTING PAYMENT

- The annual application fee is \$15.00 and is **non-refundable**.
- Vendors agree to report total sales to the market manager. In our efforts to assess the success of the market, the effectiveness of promotional efforts, and to gather data that is requested for government programs and grantmakers, it is important that the TaSH collect information on how much revenue is being generated at the market. Sales data collected is only for informational use to the Market.
- Weekly rate for a 10'x10' space is \$50/week. Each additional 10'x10' space is \$30.
- Vendors will be invoiced for each market day. Payment may be made electronically (preferred), in cash or by check at the market.
- Rent may not be paid with TaSH cash.
- Any bank fees for returned checks will be charged back to vendors.
- Vendors who commit to a weekly presence and pre-pay the full season (27 weeks) before May 1, 2020 are entitled to a 10 percent discount.

- A deposit of one month's rent is required by all vendors upon approval of the application (approximately April 1). The deposit will be applied to the last month's rent, provided no rent is in arrears. The deposit is non-refundable.
- Regardless of non-attendance, vendors are required to pay for all dates indicated on their approved application, unless the Market has been officially cancelled due to extreme weather conditions or the Market Manager approves the absence.
- No subletting of a seasonal booth is permitted and rents are not reimbursable, either in whole or in part.

**Vendors who cannot attend on a Market day are required to contact the Market Manager at least 24 hours prior to market opening. Vendors who fail to give appropriate notice of an absence will be charged the regular stall fee, the regular stall fee will be deducted from the deposit.**

#### **IV. SET-UP, TAKE-DOWN AND GENERAL OPERATIONS**

Prior to setting up, all vendors must check in with the Market Manager. **Vendors may arrive as early as 7:00 am to begin setup.** Vendors should unload promptly and then move vehicles off-site before setting up their stall. **Vendors are required to stay OPEN through the end of the market day (2:00 pm.)** At 2:00 pm all vendors will cease selling and promptly take down their stall space. Vendors must vacate the park before 3:00 pm.

##### **Stall Space/Location**

- Each vendor will be assigned a stall space
- Driving on the grass in Patriots Park is NOT PERMITTED.
- Stall assignments are at the discretion of the Market Manager and members of the RVG board based on free flow of traffic among vendor stalls, vendor space needs, timely arrival of vendors, customer service access and merchandising concerns. **Special requests/considerations due to products should be included in your application.**

##### **Operating hours**

- The market is open from 8:30 am to 2:00 pm
- All vendors must be fully set up and ready to sell by 8:30 am
- Vendors are required to stay set up and open for the duration of the markets operation hours

##### **TaSH Cash**

- TaSH Cash is a token currency equivalent to cash that shoppers may use at the market
- Vendors may make change for TaSH Cash transactions
- Vendors will be reimbursed by the market

**Packaging and Containers: The Market is moving away from fossil fuel driven plastics in favor of plant-based, more sustainable materials by 2021.**

- Vendors are responsible for compliance with the recently implemented [Bag Waste Reduction Law](#).
- Prepared food and beverage containers must be paper/cardboard or labeled as “compostable.” No other containers are allowed. This includes coffee cups, plates, bowls, cups, sample containers, flatware and straws. There should be signage within the vendor stall informing people to compost them.
- Produce bags must be labeled as compostable
- For individually wrapped products like bread or baked goods the Market favors paper bags (perhaps with a plastic window for display) over plastic.
- For sale of produce, the Market favors a bulk display with paper or compostable bags offered to encourage shoppers to bring their own produce bags. If plastic bags are used, they must be reusable and marked as such.

The TaSH is launching a full awareness campaign to prompt shoppers to bring reusable totes, produce bags and to-go containers but need total vendor participation to help encourage and educate shoppers to bring their own containers or forego extra packaging.

**Punctuality**

- All vendors must be at their stall at least 15 minutes prior to the opening of the market. Unless prior arrangements have been made with the market manager, stalls will not be held for an assigned vendor who does not show up at the designated time.
- To ensure the safety of market patrons, any vendor arriving after market opening may be required to set up on the periphery of the Market.

**Cancellations/Early Departure**

- Vendors who cannot attend on a Market day are required to contact the Market Manager 24 hours prior to market opening. Vendors who fail to give appropriate notice of an absence will be charged the regular stall fee, which will be deducted from the deposit.
- Non-appearances without notification affect the quality and operation of the Market and may result in a search for a replacement vendor.
- Excessive (4+) unauthorized absences without notification will be handled at the discretion of the RVG.
- Only under extenuating circumstances and with express permission from the Market Manager, may a vendor leave before the close of the market day.

**Safety**

- Weights and/or stakes are **required** to secure your tent at every market, and must be in place from setup until take down. **Tents that are not secured with weights and/or stakes will not be permitted to stay in place.**

**Stall Clean Up/Trash Removal**

- All stall spaces must be swept clean and any refuse must be removed at the end of each market day.
- **On-site trash cans ARE NOT available for vendor use.**

- Vendors who provide samples and/or products that will result in waste material, such as cups, rinds, corn cobs, etc. must provide containers for waste disposal or compost. All waste/compost must be removed from site at the end of the day.

### **Food Assistance Programs**

- Vendors must participate in the New York State Farmers Market Nutrition Program where applicable including the Women, Infants and Children (WIC) program, the Senior Farmers' Market Nutrition Program (SFMNP), and NYS Farmers Market Wireless EBT Program (SNAP).
- Vendors may NOT set a minimum purchase requirement for SNAP customers.
- NO cash can be given as change for SNAP tokens.
- SNAP customers CANNOT purchase prepared food or beverages for on-site consumption with SNAP tokens.
- Vendors must participate in the the TaSH Food Pantry Program and TaSH Cash Program.
- Refusal to participate in any of the above mentioned programs will result in a suspension of selling privileges at the market.

### **Stall Appearance/Maintenance/Signage**

- Vendors are required to keep their products in an orderly manner and keep their market space neat and clear of obstacles, litter and debris.
- All vendors must exhibit a sign clearly stating their name and the location of their farm/business.
- Sellers must post prices. Collusion among sellers to attempt to influence prices is strictly prohibited.
- All produce displayed for sale must be at least 12” off the ground with the exception of heavy or large items such as pumpkins.
- Each vendor will be responsible for all equipment and supplies for the setup of a booth. Displays should be constructed in such a way that they do not block customer walkways or pose any other hazard to customers.
- All scales must be registered sealed and battery-operated.

### **Market Conduct**

- Smoking is not permitted while selling at a vendor stall or anywhere within the park. [Chapter 221. Parks and Recreation Areas](#)

### **Quality Goods/Knowledge of Goods**

- All products offered for sale must be of high quality and condition. The Market Manager reserves the right to direct any inferior goods be removed from display. Failure to remove products deemed inferior will be reported to RVG and may result in loss of market privileges.
- Each seller must be directly involved with or knowledgeable about the production of their goods being sold at the Market.
- Vendors are responsible for the actions of their representatives, employees or agents.
- RVG expects vendors to bring high quality products and the Market Manager will monitor for consistency.

## V. VENDOR COMPLIANCE

- By signing this document, vendors agree to comply with all rules set forth herein.
- Vendors are responsible for compliance with all applicable NYS Department of Agriculture and Markets and NYS Health Department laws, permits and licenses
- As stated above, Vendors are responsible for compliance with the recently implemented [Bag Waste Reduction Law](#).
- All applicable food safety regulations, state, local and county, must be adhered to at all times.
- Vendors selling taxable items must have a valid NYS Certificate and collect all applicable taxes
- Weights and measures must meet all applicable local, state and federal rules and regulations.
- Vendors must obtain and keep current all applicable licenses and permits for products sold. Copies of applicable permits and licenses should be uploaded to Farmspread and will be kept on file with the market management.
- To ensure compliance to Market rules, RVG reserves the right to direct the Market Manager or appoint a committee to visit any vendor's farm or establishment with advance notice. Visits will be made only with the farmer/owner or their representative present unless written permission is given. Vendors must provide any help necessary to thoroughly document products and conditions recorded at the inspection. The vendor will be notified in writing of the results of the inspection within seven days of the inspection.
- All new vendors will be subject to a ninety (90) day at-will probationary period commencing on the first day of selling at the market.

## VI. INSURANCE AND INDEMNITY CLAUSE

- All vendors must provide proof of general liability coverage in the amount of \$1 million dollars and name the market, the Village of Tarrytown and RVG as additional insured. A current certificate must remain on file with the market management. **VENDORS WILL NOT BE PERMITTED TO SELL AT THE MARKET UNTIL PROVIDING THE MARKET MANAGER WITH PROOF OF INSURANCE.**
- To the fullest extent permitted by law, the vendor agrees to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the Market, its elected and appointed officials, the Village of Tarrytown, employees and volunteers and others working on behalf of the Market against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Market, its elected and appointed officials, employees, volunteers or others working on behalf of the Market, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

## VII. COMPLAINTS AND ENFORCEMENT OF MARKET RULES

- All complaints must be addressed in writing and reviewed by the Market Manager. If the Market Manager is unable to resolve the complaint, the vendor may send a written follow-up to RVG, who will address the complaint at the next regularly scheduled meeting. If the complaint is of an immediate nature, the Market Manager may ask for a special convening of RVG board to address the complaint. The decisions of RVG are final.
- The submission of application for admission to the Market serves as the vendor's agreement to abide by the rules of the Market, as established by RVG and enforced by the Market Manager. All vendor employees and representatives who will be present at the market, are expected to read, and comply with these rules. Violations of

the rules of the Market may be grounds for warnings, dismissal from the Market, or both according to the following procedures:

- **Violation of the rules will result in a verbal warning by the Market Manager. Documentation of the warning will be kept on file by the Market Manager.**
- **Additional violation of the rules will result in a written warning, given by the Market Manager. A copy of the letter will be kept on file by the Market Manager, along with any documentation of the violation.**
- **Continued violation of the rules will result in a suspension of selling privileges.**
- **Failure to comply with market rules after verbal warnings, written warnings and suspension of selling privileges will result in dismissal from the Market.**
- At the discretion of the Market Manager, when a violation occurs that jeopardizes the health of a customer, another vendor, market management or the overall health of the Market, the Market Manager may convene the RVG board to request a suspension of the compliance procedure and call for immediate dismissal from the Market. The dismissal will require documented proof of an egregious violation. The vendor will be given an opportunity to review the documentation, prepare a defense and appear before the RVG board.
- If a vendor is in dispute of an infraction by the Market Manager, the vendor may make a written request to RVG to be heard on the issue. Both the vendor and the Market Manager will appear before the RVG board and present their sides of the issue. The decision of RVG is final.

## VIII. THE DUTIES OF RVG

The duties of RVG in operating the Market include but are not limited to the following:

- Adopt, amend and enforce the Rules of the Market.
- Assure the orderly and efficient operation of the Market.
- Establish the requirements for both vendor participation and product selection to ensure a sustainable mix of products in the Market.
- Establish and collect all vendor fees and dues.
- Determine an operational schedule, special events schedule, size and location of the Market.
- Develop an operating budget and raise the necessary funds to support the operating budget.
- Hear and respond to all vendor requests, concerns and grievances.
- Make all final decisions on vendor participation.
- Establish and conduct an advertising and marketing program for the Market.
- Maintain a broad coverage liability insurance policy against bodily injury and property damage.
- RVG may assign any of its responsibilities to the Market Manager or other representatives for execution.