



## 2021-2022 Winter Market Rules and Regulations

**Market Mission:** The Make Gahanna Yours Farmers Market (Market) seeks to provide an outlet for fresh and healthy food for the Gahanna community as well as visitors to the neighborhood. Our goals are to support local farmers, address the food access needs of the community, and to create a space for community interaction.

The new 2021-2022 Winter Market extends the farmers market season and increases the availability of fresh produce and other local products to the Gahanna community throughout the year.

The following rules and regulations have been established by the Market Board to maintain a productive marketplace for both vendors and consumers. The Market may change, modify or delete rules and regulations to preserve the safety and security of said marketplace. The Market has partnered with Make Gahanna Yours, an independent 501(c)(3) non-profit organization, to manage the daily operation of the market, including but not limited to the resolution of any dispute regarding these rules and regulations.

### **ADMISSIONS**

#### **Approval**

The approval to participate in the Market will not exceed one growing season and is based on the receipt of necessary documents including, but not limited to:

1. Completed on-line application. After approval email received by the Market Manager, which should be received in 3-5 business days, complete the remaining items, including signature page.
2. Signed copy of rules and regulations (signature page only).
3. Applicable permits and/or licenses required by the applicable municipal law or State of Ohio.
4. **All vendors must have adequate liability insurance, in the form of a certificate of insurance greater than, or equal to \$1 million dollars to protect their individual business while at the market. The Gahanna Farmers Market AND Olde Gahanna Sanctuary LLC must be listed as additional insureds on this policy.**

Submission of all documents listed above does not guarantee participation in the Gahanna Farmers Market. Your admission to the market will be considered based on product diversity (individual and market) and available space, among other factors. The Market Manager will reach out via email within 3-5 business days to approve/deny your application. If approved, the remainder of the documents listed above will then be due. Decisions made by the Gahanna Farmers Market shall be final.

#### **Fees**

***Winter market rent is due upon approval of your application and must be received in full prior to November 7th. Fees are non-refundable and credits for days missed will not be given. See Winter Market Application for current fees.***

#### **Licenses/Permits**

It is the responsibility of the vendor prior to November 7<sup>th</sup> to obtain and submit copies of all licenses and/or permits which are required and/or necessary to farmers' markets, including, but not limited to a Mobile Food Operation, Food Safety (such as Home Bakery or Frozen), and Nursery Dealer License. *All vendors must comply with laws, ordinances and regulations set forth by the applicable municipal law, the State of Ohio, and the United States.*

- **Continuing vendors:** For vendors continuing from the summer season there is no need to resubmit copies of your licensing, because the market already has these on file. Please check which licenses you have already provided to the market on the appropriate lines below.
- **New vendors:** If you did not participate in the summer market and depending on the product(s) you sell, you must attach a copy(s) of all applicable permits, certifications and/or licenses required by the applicable municipal law or State of Ohio.

#### **A. POLICIES AND REQUIREMENTS REGARDING VENDORS**

The Market encourages, supports, and promotes the entrepreneurial efforts of local, independent, and small-scale farmers and artisans seeking to sell their products directly to consumers. We consider our marketplace an incubator for small business and therefore give those businesses priority, but depending on space and diversity of businesses we may consider small businesses with storefronts that may be a fit for our winter market.

##### **Farmers**

1. Farmers are to sell what they produce.
2. All produce must be grown in Ohio.
3. Farmers may not sell value added products that they, themselves do not produce.
4. All products are subject to approval by the Gahanna Farmers Market.
5. **Products purchased at wholesale, auction, or "terminals" are strictly prohibited.**

##### **Artisan Producers of Edible Goods**

1. Producers may sell products that they, themselves, have produced.

2. Preference is given to producers who utilize products that they, themselves, grow.
3. Products sold by producers should reflect the local agricultural system.
4. Products must comply with all city, state, and federal regulations.
5. All products are subject to approval by the Gahanna Farmers Market.
6. **Products purchased at wholesale, auction, or “terminals” are strictly prohibited.**
7. If selling products under the guise of “Cottage Food Production,” vendor shall adhere to all policies set forth in the **Ohio Administrative Code, Chapter 901: 320 Cottage Food Production.**

### **Labeling**

Vendors should provide clear, written information about production methods, which can be available to any consumer who requests it.

According to **Title 7: Agriculture, Part 205—National Organic Program, Subpart B—Applicability:** Except for operations exempt or excluded in §205.101, each production or handling operation or specified portion of a production or handling operation that produces or handles crops, livestock, livestock products, or other agricultural products that are intended to be sold, labeled, or represented as “100 percent organic,” “organic,” or “made with organic (specified ingredients or food group(s))” must be certified according to the provisions of subpart E of this part and must meet all other applicable requirements of this part.

Certified Naturally Grown producers (produce, apiaries, and livestock) shall provide a certificate issued by Certified Naturally Grown.

## **B. GENERAL MARKET RULES**

### **Market Hours**

The Gahanna Farmers Market will be open on Wednesday nights, November 17, 2021, December 15, 2021, January 19, 2022, February 16, 2022, March 16, 2022, and April 20, 2022 from 4pm to 7pm at the Gahanna Sanctuary.

### **Attendance**

**It is expected that all vendors participate in every scheduled market that they were approved for and made payment for without exception.** On the rare occasion of extraordinary circumstance when a vendor may not be able to be in attendance, please contact Market Manager, Cait Masarik at no later than 24 hours before the start of Market. If you will be late to the market, please contact the Market Manager as soon as possible.

### **Arrival and Departure**

1. Vendors may begin set up at 3:00 pm, no later than 3:30pm.
2. Vendors can begin tearing down at the end of the market (7:00 pm) and shall vacate the venue no later than 7:30 pm.

### **Safety and Sanitation**

When you leave, the property should look like it did when you arrived. The Gahanna Sanctuary reserves the right to terminate its role as host site of the Gahanna Winter Farmers Market based on lack of cleanliness. If The Gahanna Sanctuary (Olde Gahanna Sanctuary LLC) terminates its role as host based on the safety and sanitation of the property, the Gahanna Farmers Market lease with vendors is also terminated.

1. No vendor shall bring an animal at any time.
2. All produce, containers, signs, debris and/or trash must be taken with you.
3. Clean up should conclude within 1/2 hour of market closure.
4. No loud radios or shouting of prices is permitted.
5. Tables, signs, and like materials must not impede pedestrian traffic (no tents).
6. Vendors may not use The Gahanna Sanctuary (Olde Gahanna Sanctuary LLC) property for debris removal.

If a vendor does not clean their market space, such shall constitute a breach under the rules and regulations and will be subject to removal. If vendor is removed from the Market, a refund will not be granted, as all fees are non-refundable and any monies paid by the Vendor to such date shall belong to the Market.

### **Vendor Space**

1. Vendor space will be assigned by the Market Manager.
2. Each space is approximately 6' x8' up to 8' X 10'.
3. Vendors may request a maximum of two spaces.
4. Excessive tardiness or absence may result in a reassignment of space.
5. Vendors are to set their own prices.

\*Vendors may share one space on the condition that both vendors are approved independently of one another by the Market. Vendors who wish to share space shall submit completed documents (see ADMISSIONS) together. It is the responsibility of the vendors to determine the cost share of the space and shall submit payment together upon approval.

\*\*The Market will not approve a vendor for a half space. In the case that one vendor is approved and one is not, the approved vendor will have the option of submitting a new space share vendor or of renting a whole space.

### **Equipment and Supplies**

1. Vendors are to supply their own tables, signs and like materials (no tents).
2. Vendors must display an identifying sign for their farm or business.
3. Electricity is available on a limited basis, please plan accordingly. You will be notified by the Market Manager if there is availability.
4. Vendors shall supply carts or like equipment for transporting supplies.

### **Pricing**

1. Pricing of products is the responsibility of the individual vendor.
2. Prices should be displayed clearly.
3. Dropping prices at the end of the day is strongly discouraged.

4. Vendors are discouraged from giving products away for free or at below-cost pricing, thus undercutting potential sales of other vendors.
5. Prices should reflect fair market value.
6. Vendors shall follow guidelines set forth by the **Ohio Administrative Code, Chapter 901: 6-7 Packaging and Pricing of Food and Nonfood Products.**

**Parking**

Vendor vehicles will be parked in the public lot across from the Gahanna Sanctuary, off N. High Street and Town Street in Gahanna.

As an additional service to the community, all still consumable products not being taken back by the vendor can be gathered for donation to a community organization. Please consult the Market Information table for more details.

The vendor agrees to protect, indemnify and hold harmless the Make Gahanna Yours Farmers Market, Make Gahanna Yours, and the Olde Gahanna Sanctuary LLC, and their employees, volunteers, service vendors or independent contractors from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of market space, the purchase of any item from any vendor, or in connection with any action or claim.

By signing the Rules and Regulations and participating in the Winter Gahanna Farmers Market, you agree to give consent to all photographs, audio recordings, academic work and/or video recordings taken of you or your staff. You understand that such photographs, audio recordings, academic work, and/or video recordings become the property of the Gahanna Farmers Market, and may be used by the Market, parent companies, or others with their consent, for educational, instructional or promotional purposes determined by the Gahanna Farmers Market and its parent companies in broadcast and media formats now existing or created in the future.

I, \_\_\_\_\_  
 on behalf of \_\_\_\_\_

Have read, understand and agree to adhere to the above-stated regulations set forth by the Gahanna Farmers Market. I understand that additional rules and regulations may be implemented for the benefit of the marketplace in the winter 2021-2022 season and agree to abide by them.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Sign Name

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Name of Farm or Business

***For office use only:***

Date application and product plan received \_\_\_\_\_

Date applicant accepted: \_\_\_\_\_ Spaces allowed: \_\_\_\_\_ Date notified \_\_\_\_\_

Payment received: \_\_\_\_\_ Date paid: \_\_\_\_\_

Applicant denied: \_\_\_\_\_ Date notified: \_\_\_\_\_