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# 2011 Canajoharie Palatine Farmers Market Rules and Regulations

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## **Market Mission:**

- To provide opportunities for local producers to sell their agricultural products directly to consumers.
- To provide homegrown, fresh nutritious foods to the community.
- To enhance Canajoharie's and Palatine Bridge's business and shopping districts.
- To foster social gathering and community activity.

## **A. Governing Body**

The farmers' market is operated by the Canajoharie Palatine Chamber of Commerce. As operator they will:

- Establish rules and regulations, adopting and amending as needed
- Establish requirements for participation in the farmers market
- Establish and collect market space rental fees
- Establish the operational schedule of the market
- Advertise and promote the market
- Maintain a general liability insurance policy for the market

## **B. Seasons and Times of Operation**

The Farmers' Market will operate two days a week as follows:

- 1 Days & Times: Saturdays from 10am-1pm & Wednesdays from 4pm-7pm
- 2 Location: Arkell Museum parking lot
- 3 Season: May 21, 2011 through October 29, 2011.

## **C. Who may sell at the farmers' market**

- 1 Vendors must be bona-fide growers and/or producers of homemade products or crafts approved by the Chamber of Commerce. Vendor application must be made annually with the Chamber of Commerce.
- 2 All products must be grown or produced in New York State. Fifty percent of the produce or products offered for sale must be produced by the seller on lands they own or rent. For products not grown or produced by the seller, a sign indicating their origin must be displayed. Produce or products purchased at wholesale markets or auctions cannot be offered for sale.
- 3 Craft sellers will be limited to no more than 30% of the total number of vendors at the market. Craft products must be approved by a juried committee appointed by the Chamber of Commerce.
- 4 Vendors must comply with all applicable USDA, State and Health Department regulations and obtain the necessary permits, certificates and licenses for the products they choose to sell. The vendor is solely responsible for maintaining the appropriate documents and should have them available for inspection at each market in the event that a federal or state agency requests to see them. Alternatively, vendors may provide a copy of their documents to the Chamber of Commerce for this purpose.
- 5 It is strongly recommend that Vendors carry commercial liability and product liability insurance coverage in the amount of at least \$100,000. The coverage must apply to selling at farmers markets and the Canajoharie Palatine Chamber of Commerce, P.O. Box 38, Canajoharie, NY 13317 should be named as additional insured. If the vendor

does not carry insurance, then the attached Affirmation & Liability Release must be completed, signed and submitted by the vendor in lieu of a Certificate of Insurance. These document(s) must be provided to the Chamber of Commerce by May 1, 2011 or upon submission of a vendor application.

- 6 The Chamber of Commerce has the right and responsibility to inspect a farm or business if there is any question on the seller's claims of production. Inspections will be made only with the owner or his/her representative present unless permission otherwise is given. The owner must provide any help necessary to thoroughly document products and conditions recorded at the inspection. Results of the inspection will be delivered to the seller. The Chamber of Commerce will make the final determination of any violations.

**D. Guidelines for selling at the market.**

- 1 Each seller will be responsible for all equipment and supplies for the setup of their market space. Displays should be neat and clean and constructed in such a way that they do not block customer walkways nor pose any other hazard to customers. Sellers are required to keep their market space neat and clear of obstacles, litter and debris.
- 2 Sellers are expected to treat customers in a courteous manner and no form of discrimination is permitted at the market.
- 3 Sellers must have their market sites dismantled, packed up, and cleaned within one hour of the market closure.
- 4 No soliciting by political, religious, or other special cause groups or individuals are permitted at the market.

**E. Fees**

- 1 The annual rental fee of \$50 is due to the Chamber of Commerce at the time the application is submitted. If available, market spaces may be rented by the day at \$10.00 per day with a cap of \$70. Daily renters may then convert to a full seasonal membership at no additional charge. Vendors must make day rental arrangements with the Chamber of Commerce no later than Monday of the week in which they want to sell. All vendors, day renters and seasonal renters, must submit a complete application to the Chamber of Commerce. Mid season applications will be processed within three weeks of receipt by the Market Advisory Committee. Once a vendor has been accepted by the Chamber of Commerce all fees paid are non-refundable.
- 2 The market space fee schedule will be determined annually by the Chamber of Commerce. Fees collected will be used for operating expenses as well as advertising and promoting the market.
- 3 No subletting of a seasonal booth is permitted.
- 4 If necessary, vendor spaces will be chosen by lottery.

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## Market Application

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Farm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell \_\_\_\_\_

Farm Address: \_\_\_\_\_

(If different from above)

E-mail Address: \_\_\_\_\_

Sales Tax ID Number if selling taxable items:

\_\_\_\_\_

Indicate the products that you plan to sell.

Product (indicate product origin)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Each market space is approximately 10' x 10' and will be assessed a fee of \$50 for the season. Vendors may set up at both the Wednesday and Saturday Markets. The daily rental fee is \$10.00 per day.

Market Day(s) You Want to Sell Your Products:

- 1 Wednesday
- 2 Saturday
- 3 Both Days

What months do you plan on selling your products at the Canajoharie Farmers Market?

- 1 Entire Season
- 2 June
- 3 July
- 4 August
- 5 September
- 6 October

I wish to participate in the Farmers Market Nutrition Program (FMNP) so that I will be eligible to accept FMNP coupons for my produce.

- 1 YES
- 2 NO

I, the undersigned, have read the Rules and Regulations of the Canajoharie Farmers' Market and do agree to abide by all of the rules and regulations.

I agree to operate my booth in a safe and courteous manner and to pay rents as set forth by this agreement.

The market management reserves the right to do spot visits and farm inspections to assure that the products sold are in compliance with the market's rules and regulations.

I understand that failure to comply with the rules and regulations could result in dismissal from the market.

I agree to provide proof of appropriate insurance coverage by May 1, 2011

I verify that all information I have provided about my farm and products for sale is true and accurate.

As a vendor wishing to rent space in the Canajoharie Farmers' Market, I agree to save, hold harmless, and indemnify the Canajoharie Farmers' Market, The Canajoharie Palatine Chamber of Commerce, the Arkell Hall Foundation, the Arkell Museum and any of its members and employees from any and all liability or responsibility pertaining to any damages to person or property on the site leased by me from said market, when such damages, or liability, arise out of any acts of my own, or of my employees or associates, located at said site.

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Vendor name & Farm Name (Please print)

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Vendor Signature

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Date

Please mail your completed application, payment, and copies of required documents to:  
Canajoharie Palatine Chamber of Commerce, P.O. Box 38, Canajoharie, NY  
13317

**AFFIRMATION AND LIABILITY RELEASE**

I, \_\_\_\_\_, hereby affirm that I have been well advised and thoroughly informed of the inherent hazards and policies of the Canajoharie Farmers Market. I know that by participating in the Canajoharie Farmers Market (herein known as the 'Farmers Market'), sponsored by the Canajoharie Palatine Chamber of Commerce, I am exposing myself to certain known and unknown liabilities in my direct and indirect actions with the public and invitees. I also understand that if I choose to hire help for the Farmers Market I am directly responsible for any actions or injury. I hereby personally assume all risks associated with my voluntary participation in this event for any harm, injury or damage that may befall me or any employee or temporary help as a result of my participation, whether foreseen or unforeseen.

I understand and agree that neither the Canajoharie Palatine Chamber of Commerce, the Arkell Museum, the Canajoharie Library, Canajoharie Farmers Market, any of its members, directors or officers be held liable in any way for any occurrence in connection with my participation in the 2011 Canajoharie Farmers Market that may result in injury, death, product deficiency, or other damages, and in consideration of being allowed to participate in the Farmers Market, I hereby personally assume all risks in connection therewith, whether foreseen or unforeseen; and further to save and hold harmless the Farmers Market and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation the Canajoharie Farmers Market.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parent or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument affirmed by my signature below to exempt and release the Canajoharie Palatine Chamber of Commerce, the Arkell Museum, the Canajoharie Library, and any other vendor of the Canajoharie Farmers Market, its members, directors or officers from all liability whatsoever for personal injury, wrongful death, employers liability, workers compensation and property damage, arising out of or in the course of my participation in the Canajoharie Farmers Market.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGN IT.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

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