

# 2010 Farmers' Markets Rules & Regulations

## **ELIGIBILITY TO SELL**

A vendor is any person offering for sale articles of human consumption, such as fruits or their juices, vegetables, edible grains, nuts and berries and apiary products or non-edible articles such as cut or potted flowers, articles which have been raised, prepared or manufactured by the vendor, members of his/her family or by persons in his/her employ. The Market Manager must approve regional/seasonal products other than those grown by the producer.

## **SELLING REGULATIONS**

1. Fresh produce may be sold by the piece, or by weight on a scale that is legal for trade and bears a current seal. The face of the scale must be visible to the buyer. Scales used in prepackaging are not subject to state testing; however, produce so packed is subject to inspection to verify the accuracy of the claimed weight. Most produce is sold in volume containers or by the count. When produce is precut and wrapped, a label must be applied to the package to clearly indicate the complete business name and address of the packer or distributor. The label on prepackaged produce sold by weight must also show the commodity name, net weight, price per pound, total price and, if packed other than on the premises, the business name and address.
  - A. All fresh berries, cherries, currants and other small fruit may be sold, if in the bulk, in standard-sized containers such as quarts, pints, standard dry measure, etc. The fruit must be uniform in size or sold by the numerical count.
  - B. Melons may be sold by the count
  - C. Corn may be sold by the half dozen or multiples
  - D. Root crops may be sold by the piece or by the bunch
2. The source for all bulk products such as dried fruits, edible grains, dried herbs, nuts and seeds must be identified and displayed.
3. Any perishable items such as fresh fruit juice, cider, sprouts, etc., must be kept at a temperature of 40F or below. Dry ice is acceptable.
4. Product "dumping" below fair market value is prohibited except when product is identified to purchaser as being of inferior quality.
5. No unwholesome or spoiled articles may be offered for sale such as cracked melons, overripe tomatoes, worm invested corn, etc.
6. Certified organic growers must display certification.

7. A general listing of products and specialty items must be submitted to market manager prior to market for his/her review. Market manager may individually determine whether certain “questionable” items may be sold at market.
8. All baked goods and on site prepared food vendors must have acquired all necessary licenses, permits, etc. prior to market season and furnish copies to the market manager before entrance to the market as a vendor. All vendors must be in compliance with all local Health Department rules.
9. The collection of Illinois State Sales Tax is the responsibility of the seller. For more information call 1-800-732-8866 or 1-312-814-5258.
10. The sale of fish, eggs or dairy products shall be permitted as long as the vendor is in compliance with all state laws and/or local Health Department rules and regulations covering such products sold at the market.
11. Purchased products for resale must be purchased from adjoining states; acknowledge source to buyer, and vendor selling purchased item(s) must produce or make more than 50% of sale items. Signage required to be displayed at all times for purchased produce i.e. IN melons, MI peaches
12. Vendor space(s) are not transferable. All vendors will be assigned a market space prior to the season opening. Vendor relocation may be approved at the discretion of market manager.

### **GROWER DISPLAY ARRANGEMENTS**

1. Sellers must furnish their own tables, chairs, drop-cloths, display arrangements and rain protection as they will not be supplied by the Market. The Market is open-air, no shelter is provided. All canopies, tents, umbrellas, etc., must always be securely anchored. Failure to do so is cause for expulsion.
2. Each seller must display a sign with name and hometown. Signage also required for vendors accepting WIC/Senior citizen coupons.
3. Delivery trucks and all other equipment used for transportation and display shall be kept clean at all times with adequate protection against contamination to products.
4. No seller shall attract attention to his goods by hawking or “crying out”.

### **CLEAN-UP REGULATIONS**

Sellers must remove all waste and refuse from their spaces and Market areas before leaving for the day. It would be useful to have a basket or bucket for trimmings/waste. Sellers’ sales and display area must be kept free and clear of unsightly and dangerous debris. Sellers who fail to clean up will face possible suspension or eviction from the Market.

## **TIMES & HOURS OF OPERATION**

See vendor application for each markets specific schedule and hours. All vendors are expected to stay through the duration unless they are sold out of product. No vendor will be allowed to enter The Market after opening of market. Vendors must be set up and ready to sell when market opens.

## **ENFORCEMENT OF MARKET RULES**

The Market Manager has full authority to enforce all the rules with assistance from other appropriate city departments. Written warning will be provided for first violation with market expulsion upon additional violations.

Occupants of spaces at this market must at all times conform to the Market Rules.

The Market Manager reserves the right to adjust the market rules and regulations as needed in order to better serve the buying public and maintain fair competition among vendors. All sellers will be promptly notified of any such changes.

**Farmers Market Vendor Application – 2010**

**ALL APPLICATIONS ARE SUBJECT TO REVIEW AND APPROVAL**

**NOTE: For the Frankfort market, a different application is required and also available for download at [merrillsmarkets.com](http://merrillsmarkets.com)**

DATE \_\_\_\_\_ STATE SALES TAX NO. \_\_\_\_\_  
If license has not been issued, supply date of application \_\_\_\_\_

NAME \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT (DAY) \_\_\_\_\_ (EVENING) \_\_\_\_\_

(CELL) \_\_\_\_\_ (E-MAIL) \_\_\_\_\_

Location of land used for production (applicable only to new vendors who are producers):

SEC. \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

SEC. \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

SEC. \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

If renting, give name, address & phone number of land owner(s):

LIST ITEMS (as many as possible) THAT YOU INTEND TO SELL DURING THE SEASON:

Note: indicate next to each item as to whether it is purchased or grown/made by you

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Electrical Needs:**

If you will require electricity for the market season, please indicate below for what purpose (i.e. refrigerator, freezer, etc.)

\_\_\_\_\_  
\_\_\_\_\_

**Application Fee(s):**

Bolingbrook: \$250 for the season, plus \$50 per additional space, or \$50\* daily.  
Homer Glen: \$250 for the season, plus \$50 per additional space, or \$40\* daily.  
Lockport\*\*: \$200 for the season, plus \$50 per additional space, or \$25\* daily.  
Manteno: \$200 for the season, plus \$50 per additional space, or \$25\* daily.

\*Daily vendors pay fee on day of market attendance.

**\*\* “Craft-type” vendors are now welcome to apply in Lockport as well.**

Indicate below which markets are covered by this application:

(√)	<u># Of spaces (10x10)</u>	<u>Fees due</u>
Bolingbrook ___	___	\$ ___
Homer Glen ___	___	\$ ___
Lockport ___	___	\$ ___
Manteno ___	___	\$ ___

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Total fees submitted \$ \_\_\_\_\_  
**Make Checks Payable to: “Farmers Market”**

**\*NOTE: Fees are due by May 15,2010. Payments may be made in two installments, with a \$25 service fee. 2nd installment is due by July 31.**

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Signature

**Direct questions and comments and mail check, application, indemnification and proof of insurance to:**

Merrill D. Marxman  
410 Dogwood St.  
Park Forest, IL 60466  
Phone: 815-954-9788  
Fax: 708-248-5292  
E-mail: merrill@marxmanag.com

**Farmers' Market  
Indemnification & Hold-Harmless/ Insurance Certification  
2010**

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**INDEMNIFICATION & HOLD-HARMLESS AGREEMENT**

The undersigned, for himself and, if different, for the person or organization on whose behalf this application is submitted, hereby covenants to indemnify, as applicable: the villages of Bolingbrook, Homer Glen, Lockport, and Manteno, its residents, volunteers and employees, Promenade Shopping Mall, Sears Essentials, Marxman & Associates, Inc., The Farmers' Market Association, its members and it's manager, and assigns; and to hold them harmless from any liability for any personal injury or property damage arising in connection with any occurrence arising out of the use of the premises pursuant to this application, and any liability for any contractual or quasi-contractual obligations to third parties in connection with the activity, event, use or occurrence.

Applicant certifies, under penalties of perjury, that all of the information set forth in this application for permit is true and complete to the best of his/her belief. Applicant further agrees to perform all obligations, which may be annexed hereto.

I certify that I have read the terms and conditions governing the Farmers' Market as herein stated and agree to abide by them.

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Signature

Date

**LIABILITY INSURANCE CERTIFICATION/PROOF**

I hereby acknowledge the fact that I/we have the proper liability insurance coverage necessary to cover me/us at the farmers' market(s). I provide the following insurance information and also **ATTACH/INCLUDE THE PROOF (I.E.- LETTER FROM INSURANCE AGENT SO STATING, COPY OF PERTINENT POLICY, ETC.) ALONG WITH THIS APPLICATION.**

**NOTE: Application will not be accepted without this form and proof of insurance.**

INSURER: \_\_\_\_\_ AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

AMOUNT OF COVERAGE: \_\_\_\_\_

I hereby certify the above to be true and that the policy is in good standing.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_