



2016 Dublin Farmers' Market Rules and Regulations

Between the Dublin Farmers' Market and Market Vendor

The following rules and regulations have been established by the Dublin Farmers' Market board to maintain a productive marketplace for both vendors and consumers. The Dublin Farmers' Market may change, modify or delete rules and regulations to preserve the safety and security of said marketplace.

The Dublin Farmers' Market has partnered with Jaime Moore to manage the daily operation of the market (hereinafter "Market Manager"), including but not limited to the resolution of any dispute regarding these rules and regulations.

I. ADMISSIONS

Approval

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

1. Completed application, 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. Certificate of insurance, naming Oakland Nurseries as a **certificate holder**.
5. Market fees (checks cashed upon approval).

Submission of all documents listed above does not guarantee participation in the Dublin Farmers' Market. Your admission to the market will be considered based on product diversity (individual and market) and available space, among other factors. Decisions made by the Dublin Farmers' Market shall be final.

Fees

Market rent is due upon approval of your application. Payment must be received in full prior to the start of the market. Fees are non-refundable and credits for days missed will not be given.

Insurance

All vendors must provide proof of liability insurance, in the form of a certificate of insurance, greater than, or equal to \$1 million dollars. Oakland Nurseries, owner of the site, is solely providing space for the market and its vendors, and assumes no liability for the Dublin Farmers' Market, the market manager, its vendors or customers.

Certificate holder: Oakland Nurseries
 4261 West Dublin Granville Road
 Dublin, Ohio 43017

Licenses/Permits

It is the responsibility of the vendor prior to opening day 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.

Weights and Measures

Scales should be capable of approval by the Columbus Division of Weights and Measures. You may contact them at (614) 645-7397 with questions or concerns.

II. POLICIES and REQUIREMENTS REGARDING VENDORS

The Dublin Farmers' 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, do not consider corporately owned businesses or businesses with storefronts to be a fit for our market.

Farmers

1. Farmers are to sell what they produce.
2. All produce must be grown in Ohio.
3. Farmers may supplement from neighboring farms.
 - a. Supplements may include only items in which they, themselves, already grow.
 - b. Neighboring farms are defined as those within 25 miles of your farm.
 - c. Additional supplements will only be considered in the case of total crop failure and are subject to approval by Dublin Farmers' Market.
4. Farmers may not sell value added products that they, themselves do not produce.
5. Produce from neighboring farms must be clearly identified with signage.
6. Produce from neighboring farms must be listed on application.

7. Farmers must submit the names and addresses of neighbor farms from which they supplement.
8. All products are subject to approval by the Dublin Farmers' Market.
9. **Products purchased at wholesale, auction, or "terminals" is 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 Dublin Farmers' Market.
6. Products purchased at wholesale, auction, or "terminals" is 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: 3-20 Cottage Food Production.**

Inspection

The Dublin Farmers' Market, or an appointed third party working on behalf of the market, reserves the right to inspect your farm or establishment, announced or not, to verify compliance with market requirements.

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.

III. GENERAL MARKET RULES

Market Hours

The Dublin Farmers' Market will be open every Wednesday from **3:30pm to 6:30pm**, rain or shine. The market will begin on Wednesday, May 4, 2016 and conclude on Wednesday, September 28, 2016.

Attendance

If you will not attend, or will be late to the market, please contact the Market Manager, Jaime Moore at (614) 327-0102 as soon as possible. Repeat instances of tardiness or absence may result in removal from the market as determined by the Dublin Farmers' Market.

Vendors who miss three consecutive markets or a total of one-third of the season's market days may be removed from the market. Tardiness shall be treated like an absence.

Arrival and Departure

1. Vendors may begin set up at 2:30pm.
2. Vendors should be in place at least 15 minutes before the market begins.
3. Vendors may **NOT** leave prior to the end of market.

Safety and Sanitation

When you leave, Oakland Nurseries property including grassy areas and sidewalks should look like they did when you arrived. Oakland Nurseries reserves the right to terminate its role as host site of the Dublin Farmers' Market based on lack of cleanliness. If Oakland Nurseries terminates its role as host based on the safety and sanitation of the property, the Dublin 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 hour of market closure.
4. No loud radios or shouting of prices is permitted.
5. Tables, tents, signs, and like materials must not impede pedestrian traffic.
6. Vendors may not use Oakland Nurseries property for debris removal.

If vendor does not clean market space, such shall constitute a breach under the rules and regulations and will be subject to removal. If vendor is removed from the Dublin Farmers' Market, a refund will not be granted, as all fees are non-refundable.

Vendor Space

1. Vendor space will be assigned by the Market Manager.
2. Each space is approximately 10 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 Dublin Farmers' 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 Dublin Farmers' 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, tents, signs and like materials.
2. Vendors must display an identifying sign for their farm or business.
3. Electricity is not available, please plan accordingly.
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

One vehicle per vendor may be parked in the designated area.

Marketing and Community Outreach

Participants of the Dublin Farmers' Market are encouraged to assist in promoting the market.

Given our concern for the surrounding communities, vendors are encouraged to accept food stamps and coupons where applicable, but only when city, state and federal regulations have been met. Under no circumstances should vendors accept stamps or coupons for goods not approved by said programs.

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 Manager for more details.

Professional Conduct

All vendors are expected to act in a professional manner. Vendors may not bully, disrespect, or publicly disparage other vendors, products, volunteers, customers, market staff, city officials, businesses, or the Dublin Farmers' Market, either in person or by electronic media. This type of behavior may result in permanent expulsion from the Dublin Farmers' Market with no redress.

For the first offense, a verbal warning will be issued. The second offense will incur a written warning. Upon the third offense, the response may include, but is not limited to, suspension and/or termination of any business, current and future, with the Dublin Farmers' Market.

IV. DISCIPLINE and COMPLAINTS

The Dublin Farmers' Market has created protocols and procedures that allow vendors to lodge complaints against other vendors whom they think are out of compliance with market rules and regulations. Complaints should be made in a timely manner, and not disruptive to the marketplace.

Complaints

1. Should be directed, in writing, to the Market Manager for resolution.
2. May be made in person, by mail or email.
3. The vendor being accused of wrong doing must also respond in writing.
4. The Market Manager's decision shall be final.

Grounds for Removal

1. Failure to obey city, state or federal laws and regulations.
2. Failure to obey the market rules and regulation in the sole discretion of the Market Manager.
3. Causing an unsafe marketplace for vendors and/or customers.
4. Excessive tardiness or absence in the sole discretion of the Market Manager.

The vendor agrees to protect, indemnify and hold harmless Oakland Nurseries, Dublin Farmers' Market, and its 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 Dublin 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 Dublin 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 Dublin 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 Dublin Farmers' Market. I understand that additional rules and regulations may be implemented for the benefit of the marketplace in the 2016 season and agree to abide by them.

Print Name

Date

Sign Name

Position

Name of Farm or Business