

# Market Guidelines

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## *Market Administration*

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### Market Master

- Contracted by the Market Sponsor to serve as the representative and day-to-day manager of the WLFM.
- Sets participation fees and determines Market policies.
- Determines vendor participation in the market, enforces the WLFM's vendor contract, rules and regulations, and helps to resolve any disputes that arise within the market.

### Market Advisory Committee

- Advises the Market Master on operational and policy matters.
- Composed of the following individuals:
  - Market Master and Assistant Market Master
  - Morton Community Center Director
  - 2 city staff members, appointed by the Superintendent
  - 1 volunteer, appointed by the Market Master
  - 1 customer representative, appointed by the Market Master
  - 1 vendor representative, elected.

### Contacts

#### **Paul Foster — Market Master**

Cumberland Park

3065 N Salisbury St

West Lafayette, IN 47906

765-714-8024

[wlaf.farmersmarket@gmail.com](mailto:wlaf.farmersmarket@gmail.com)

#### **Chelsey Cripe, Environmentalist**

#### **Tippecanoe County Health Department**

20 N 3<sup>rd</sup> St

Lafayette, IN 47901

Office: [765-423-9221](tel:765-423-9221)

[ccripe@tippecanoe.in.gov](mailto:ccripe@tippecanoe.in.gov)

#### **West Lafayette Parks and Recreation**

1101 Kalberer Road

West Lafayette, IN 47906

765-775-5110

[ckolb@wl.in.gov](mailto:ckolb@wl.in.gov)

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## *Types of Vendors and Requirements*

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### Grown/collected goods vendor

- Includes, but is not limited to fruits, vegetables, dried and fresh herbs, spices, seeds, cultured mushrooms, plants, flowers, potpourri, honey, maple syrup, eggs, unpopped popcorn, flour, and ground grains are permitted for sale.
- Seventy percent (70%) of these goods must be local and vendor-produced. A vendor may be the actual producing individual, an immediate family member, or the staff or employee of the producing individual's farm or business. Local is defined as produced within a 100 mile radius of the WLFM.
- Container plants must either be vendor propagated or grown to maturity for a minimum of six weeks.

### Grown/processed goods vendor

- Processed food items made from items grown/processed by the vendor, including but not limited to baked goods, spices, jams, jellies, frozen fruits, relishes, cider, dried fruits and vegetables, salsa, frozen/preserved meat (beef, pork, poultry, rabbit, goat, lamb, or other meats), and dairy products, are permitted for sale.
- 50% of any processed good by volume must be local and vendor produced as defined above.

### Grown/crafted goods vendor

- Items grown and crafted into a product such as natural beeswax items composed of wax from the vendor's apiary, including candles, may be sold.
- Seventy percent (70%) of these goods must be local and vendor-produced. Local is defined as produced within a 100 mile radius of the WLFM.

### Prepared food vendor

- Preparing and selling food at the Market is permitted but prior approval must be given by the Market Master.
- Preference will be given to items that are local, vendor produced and original in character.  
Franchise or corporate produced items are typically not considered appropriate.
- Vendors may be required to submit the recipe for a processed food item to the Market Master for verification that it meets these guidelines.

### Arts and crafts vendor

- All items must be original and handcrafted by the vendor.
- To register an item, art and craft vendors must submit representative samples of each different type of art and/or craft item for approval by a jury appointed by the Market Master. Items approved for sale at the Market in previous years do not need to be reviewed and approved again.
- Items are reviewed for originality, quality, artistic competence, and compliance with the WLFM guidelines.
- Items must be safe, have a reasonable life expectancy, and exhibit quality of craftsmanship;
- Unacceptable items include, but are not limited to, items made from kits or commercial plans, items made from molds not created by the vendor, items in which a commercially made piece is central to the design, and items made in a production studio.

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## General Market Operations

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### Vendor Eligibility and Payment

- A potential vendor is a person who regularly and directly works in the cultivation, production, harvest/gathering, or crafting of permitted goods, as defined in this contract.
- A vendor may be the actual producing individual, an immediate family member, or the staff or employee of the producing individual's farm or business.
- Vendors must meet requirements as outlined on page 2
- Each vendor must have a valid contract (see attached contract) and have paid all applicable participation fees before selling any goods at the Market. Fees are non-refundable.
- Valid applications must be submitted one week prior to the date of the Market at which the vendor desires to participate.

### Vendor Selection

- The Market Master selects vendors.
- All crafts and produce will be juried.
- When selecting vendors, emphasis is placed on the timeliness of the vendor's application, the applicant's prior participation in the Market, the quality of products and services offered by the vendor, and balancing the diversity of the types of vendors who will compose the Market.

### Vendor Spaces and Assignments

- Market Master will assign spaces in order of arrival. When you arrive at the Morton Community Center – find the Market Master on the first floor for your space assignment.
- A vendor space is 7' wide by 6 ½' deep. Space permitting, vendors may secure additional vendor space by paying additional fees.

### Market Location and Schedule

- The Winter WLFM will be held at Morton Community Center at 222 N. Chauncey Avenue.
- The 2017-2018 Winter Market will be held on the following dates
  - December 2, 2017
  - January 6, 2018
  - February 3, 2018
  - March 3, 2018
  - April 7, 2018
- Market hours are from 9:00 am – 12:00 pm.
- If a market day must be cancelled due to inclement weather, or other emergency, vendors will be contacted by email as soon as possible.
- The Market Sponsors reserve the right to alter the market schedule if needed.

### Vendor Parking

- In order to reserve parking spots for Morton patrons and Farmers Market guests – we ask that all vendors park on the top floor of the library parking lot after unloading.

## Vendor Set-up & Tear-down

- The Market Master and staff will be on site and help coordinate these processes. For safety and efficiency, vendors are asked to cooperate with the staff. Any special needs by a vendor should be made known to the Market Master as soon as possible.
- Vendors may begin setting up their stands one hour before the opening of the market (8:00 am.).
- Vendors are expected to remain open at the market until closing time..
- Vendors must vacate the premise by 1:00pm. This includes the removal of all personal items, compost, trash and equipment. A broom will be available for your use.

## Running a Vendor Stand

- Edibles: All items intended for human consumption must comply with current health department standards and regulations.
- Documentation: Vendors must be able to provide documentation of all necessary permits, licenses, and approvals.
- Opening sales: On market day, sales are not to begin until the Market opening bell is rung. This procedure gives all vendors a predictable time frame for planning and executing set up and; maintains a fair environment by opening and closing sales for ALL vendors at the same time.
- Equipment: Each vendor must supply all required equipment for operating. Electricity may be available but is not guaranteed. If available, service may be intermittent and may be unavailable for extended periods of time. If vendor's equipment is overloading or tripping the electrical service, vendor will be asked to discontinue use of such equipment.
- Tables: Morton has a limited amount of tables to lend to vendors. The available tables come in two sizes – 18” or 30” x 6’. Tables will be provided on a first come-first serve basis. When you arrive, pick up your table from outside the multi-purpose room. At the end of the market, return it to the table closet.
- Scales: If selling goods by weight, the vendor must supply a legal produce scale, which is subject to periodic inspections by the Tippecanoe County Department of Weights and Measures.
- Labelling: Vendors must label items they are selling with the item name, item price, and an identification of any items not locally produced, as defined above.
- Signage: All vendors are required to display a sign, no smaller than 2'X1', with their business name.
- Pets: No pets allowed in vendor spaces per health department regulations.
- Sales tax: Plants, crafts, and other non-food items sold in IN are subject to sales tax. Vendors should apply for a Registered Merchants Certificate through the regional IN Department of Revenue office, 100 Executive Drive, Lafayette, IN, 765-448-6626.
- Receipts: Vendors must be prepared to issue receipts if requested.
- Damages: Vendors are solely responsible for damages or personal injury resulting from the operation of their stand.

## Threatening Weather

The safety of everyone present at the market is of primary importance. Potentially threatening weather will be monitored drawing on information from the National Oceanic and Atmospheric Administration (NOAA) and National Weather Service (NWS) along with the City of West Lafayette. This information and discussions among market and city staff members will weigh heavily in any decision to call for an emergency closing. A complete copy of the emergency procedures is on file with the Morton office and with the Market Master.

### Quality and Fairness

- The WLFM aspires to having a market that brings high-quality products, services, procedures and outcomes to our customers, vendors, and the staff who support it. All of us are tasked with working toward this goal.
- The Market also aspires to having procedures and outcomes that are fair to all parties. This requires careful attention to standards and procedures by all of us and a spirit of cooperation in conducting the Market's business.
- These two aims may require, in some instances, the Market Master to seek information from you about your procedures or products. We ask that you cooperate with such efforts.

### Noncompliance with WLFM Guidelines

- Our experience tells us that our vendors comply with the spirit and letter of the Market guidelines the vast majority of the time. Such cooperation benefits all of us. Noncompliance can occur; however, and the Market Master is responsible for handling it.
- The Market Master monitors ongoing operations at the market to ensure the Market guidelines are being followed and that fair and sound business practices are being used.
- The Market Master is responsible for ensuring that items for sale are being produced as represented by the vendor and within these guidelines. To this end, the Market Master may ask to conduct an inspection at a vendor's property. If the Market Master determines after the inspection that there is a reasonable likelihood that the vendor did not produce the goods for sale at the Market as represented, the Market Master may, at their sole discretion, declare the vendor is not in compliance and seek a resolution of this noncompliance. Failure of the vendor to allow said inspection shall be considered noncompliance. By signing the WLFM Vendor Contract, the vendor hereby authorizes the Market Master to conduct such an inspection if needed.
- If a vendor does not comply with the guidelines and spirit of the WLFM, the Market Master may terminate the contract with that vendor and ask him/her to vacate the market. In such a case, the vendor, by contract, agrees to remove personal equipment, clean the area, and vacate the Market premises immediately.
- Upon noncompliance and notice, the Market Master shall retain, as liquidated damages and not as a penalty, any participation fees paid by the vendor.

### Grievance Procedures

- Our goal is to communicate often and openly. If you have any concerns, talk with the parties involved and seek common ground before concerns become a grievance. If you have a grievance, however, please follow the process outlined below.
- Any party, or parties, with a grievance should first meet with the Market Master to discuss these matters and seek a resolution.
- If resolution cannot be found in discussions with the Market Masters, all parties should bring the matters to the Market Advisory Committee for discussion and resolution.
- If resolution is still not forthcoming, all parties should bring the matters to the Superintendent of Parks and Recreation for the City of West Lafayette for discussion and resolution.

### Covenant Not to Sue

- By contract, the vendor will not institute any action or suit at law or in equity against the City of West Lafayette and its agents and employees; or the Market Master as a result of operations under this contract.
- Similarly, the vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss, or injury to person or property as a result of operation under this contract.

### Indemnification

- By contract, the vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of West Lafayette and its agents and employees; and the Market Master for all bodily and personal injury, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of West Lafayette and its agents and employees; or the Market Master.

### Communication

- Unless beliefs prevent it, please use email to contact me:  
[wlaf.farmersmarket@gmail.com](mailto:wlaf.farmersmarket@gmail.com).
- On the day of the market – please call or text. 765-714-8024.