



2019  
West Lafayette  
Farmers Market  
Vendor Guidelines

# 2019 WLFM Guidelines

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## Vendor Application Procedure:

1. Read the West Lafayette Farmers Market (WLFM) Guidelines
2. Agree to abide by these guidelines and all applicable federal, state and local laws and ordinances
3. Fill out the attached agreement form
4. Return completed form and payment to:
  - a. Mail: 1200 North Salisbury, West Lafayette, IN, 47906
  - b. Email: [wlfm@westlafayette.in.gov](mailto:wlfm@westlafayette.in.gov)
  - c. In person: 1200 North Salisbury, West Lafayette, IN, 47906
5. You will be notified of the decision by Market Management

## Market Administration/Contacts:

### **Market Master**

Cumberland Park  
3065 N Salisbury St  
West Lafayette, IN 47906  
[wlfm@westlafayette.in.gov](mailto:wlfm@westlafayette.in.gov)

### **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 Department of Development**

1200 N Salisbury St.  
West Lafayette, IN 47906  
765-775-5160  
[jzuchkov@westlafayette.in.gov](mailto:jzuchkov@westlafayette.in.gov)

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

1200 N Salisbury St.  
West Lafayette, IN 47906  
765-775-5110  
[ckolb@westlafayette.in.gov](mailto:ckolb@westlafayette.in.gov)

## Market location and schedule

- The WLFM is located off Salisbury Street in the north parking lot at Cumberland Park, West Lafayette, IN.
- The market opens on Wednesdays from May through October with an optional market day held the Wednesday before Thanksgiving. When open, market hours are from 3:30 pm until 7:00 pm.
- If a market day must be cancelled due to inclement weather, or other emergency, vendors will be contacted as soon as possible.
- The Market Sponsors reserve the right to alter the market schedule if conflicts regarding the use of the market site develop.

## Vendor Types and Requirements:

**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. 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.

**Market wine vendor:** A licensed Indiana winery (referred to as a Market Wine Vendor) may sell wines it has produced in the State of Indiana (regardless of source of raw materials). "Produced in the State of Indiana" shall mean that the wine was fermented and bottled within the boundaries of the State of Indiana.

- Market wine vendors must obtain the necessary permits and/or licenses from the State of Indiana to sell wines and follow all rules, ordinances, regulations, and laws of the City of West Lafayette and the State of Indiana.
- Market wine vendors also must maintain a Certificate of General Liability Insurance that names the City of West Lafayette and the West Lafayette Board of Parks and Recreation as additional insured. Said policy shall have limits of:

○ Each Occurrence	\$1,000,000
○ Products/Completed Operations Aggregate	\$2,000,000
○ General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
○ Personal & Advertising Injury Liability	\$1,000,000
- Market wine vendors may provide wine samples at the Market, shall not serve wine to any member of the public who appears to be intoxicated, and shall not allow any member of the public to become intoxicated through their provision of wine.

**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.
- All crafts will be juried by market staff.
- Items must be safe, have a reasonable life expectancy, and exhibit quality of craftsmanship;
- Items unacceptable 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.

**Community and socio-political groups:**

- The WLFM allows non-profit organizations and community information groups to have space at the Market in a designated area that will be determined and assigned by the Market Master. If your organization is interested in participating at the market, please contact Market Administration.

**Vendor Eligibility & Rules of Operation:**

1. Edibles: All items intended for human consumption must comply with current health department standards and regulations.
2. Documentation: Vendors must be able to provide documentation of all necessary permits, licenses, and approvals.
3. Opening sales: On market day, sales are not to begin until the Market opening bell is rung. This procedure gives all vendors a predictable timeframe for planning and executing set up, maintains a fair competitive environment by opening and closing sales for ALL vendors at the same time, and discourages customers from entering the market area during set up when moving vehicles and equipment create possible safety hazards. Please, do not begin sales before the opening bell.
4. 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.
5. Tents: If a tent/shelter is used, weights to anchor the tent/shelter are required; wind is often an issue at the WLFM.
6. 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.
7. 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.
8. Signage: All vendors are required to display a sign, no smaller than 2' x 1', with their business name.
9. Pets: No pets allowed in vendor spaces per health department regulations.
10. 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.

11. Receipts: Vendors must be prepared to issue receipts if requested.
12. Damages: Vendors are solely responsible for damages or personal injury resulting from the operation of their stand.
13. Contracts and payments: Vendors must have a valid contract and must 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.
14. The City will assign spaces based on seniority and date of submitted application.
15. Over the course of a season, after three absences without prior notice we will assume you are done for the season and no longer hold your spot. When/if you are able to return to the market we will find a place for you, but the options in terms of location may be limited.

### Vendor set up and tear down

- Market staff will be on site and help coordinate these processes. For safety and efficiency, vendors are asked to cooperate with the staff. Vendors should inform market staff of any special needs as soon as possible.
- Vendors may begin setting up their stands two (2) hours before the opening of the market, typically at 1:30 pm. Vendors are asked to have their vehicles out of the market area by 3:15 pm.
- Vendors arriving after 3:00 pm will not be able to drive into the market to unload and will have to carry in their items instead.
- Vendors are expected to remain open at the market until closing time. Tear down of stands should not start before the closing time.
- Vendors must vacate the premise by 8:00 pm. This includes the removal of all personal items, compost, trash and equipment. Vendors must clean litter and debris before leaving, or be subject to fine under the West Lafayette Municipal Code and expulsion from further Market participation.

### SNAP/WIC Policy

The West Lafayette Farmers Market accepts SNAP and WIC as eligible forms of payment. Market-goers will be able to purchase breads, cereals, fruits vegetables, meats, fish, poultry, dairy products, and food-producing seeds and plants with these benefits. If you sell any of these products, it is the West Lafayette Farmers Market policy that you must accept these forms of payment. Shoppers will use their EBT cards at the information booth to receive market tokens. They will then use these tokens as payment at eligible vendor stands. Vendors will collect the tokens as payment and then return them to market staff for reimbursement. Vendors are responsible for ensuring that they are **only** accepting tokens for the purchase of eligible foods. Tokens should be treated as cash, no reimbursement will be paid for missing tokens. Vendors can expect to receive their reimbursement within 14 days of returning tokens to market staff.

### 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 City of West Lafayette and with the Market Master.

- An air horn is used to signal a serious weather threat. When the horn blows, the market is closed.
- In the event of an emergency closing, please secure your tent as quickly as possible and find shelter.
- It is possible the market will re-open if the weather clears in time and no permanent damage has been done.

## 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.



## 2019 West Lafayette Farmers Market (WLFM) Vendor Contract

Vendor and/or Business Name:  
 Name of Person(s) Attending the Booth:  
 Mailing Address:  
 Telephone Number:  
 Email Address:  
 Addresses of Farm/Production Facility and Leased Property:

Vendor requests \_\_\_\_\_ 10'x10' vendor space(s) (\$100.00/per space by April 15, 2019, \$125.00/per space April 16, 2019 and after) for a total 2019 Market Season Participation Fee of \$\_\_\_\_\_.  
 Please submit payment with the completed contract. **Fees are non-refundable.**

Please list all items that you plan to sell at the market (attach pages if needed)  
 (Note: Art and craft vendors MUST submit representative samples or photos of each different type of art and/or craft item with their application. These photos will be juried by market staff.)

1		6	
2		7	
3		8	
4		9	
5		10	

- |                                                     |                                                      |                                        |
|-----------------------------------------------------|------------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Gluten Free                | <input type="checkbox"/> Certified Organic           | <input type="checkbox"/> Chemical Free |
| <input type="checkbox"/> SNAP/WIC Eligible Products | <input type="checkbox"/> Debit/Credit Cards Accepted |                                        |

Help us promote your business! Please list below any websites, multimedia, or other contact information you would allow us to use in our promotional efforts.

- |                                    |                                  |
|------------------------------------|----------------------------------|
| <input type="checkbox"/> Facebook  | <input type="checkbox"/> Twitter |
| <input type="checkbox"/> Instagram | <input type="checkbox"/> Other   |

By signing this contract, Vendor agrees to comply with the 2019 WLFM Guidelines, a copy of which is attached hereto.

**I affirm under the penalties for perjury that the foregoing statements are true and correct.**

Printed Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

**WLFM Staff Portion:**  
 Receipt of above-indicated Participation Fee is acknowledged and approval of this Contract is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Market Master**  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**West Lafayette Parks and Recreation**  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_