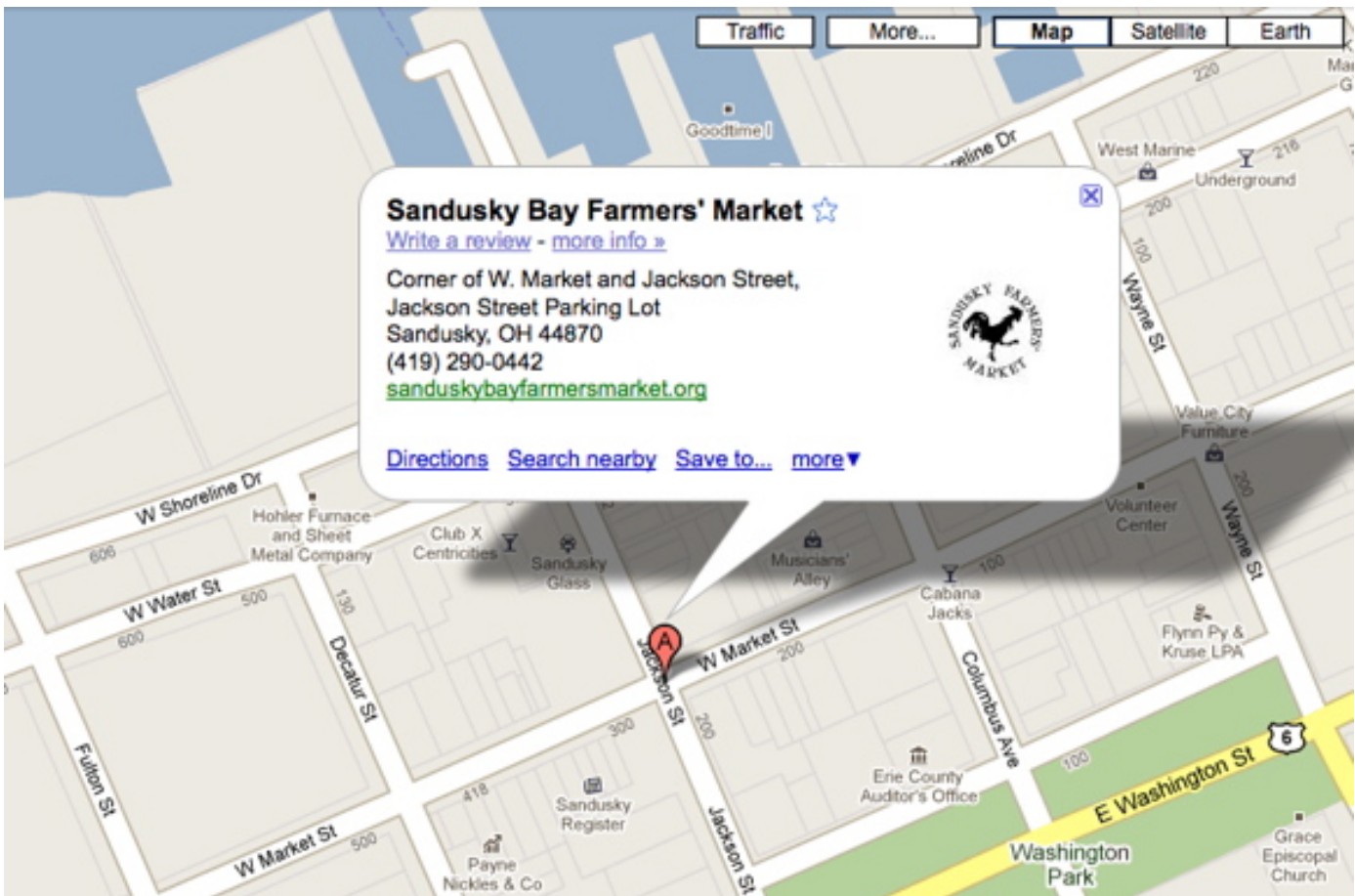




**Sandusky Bay Farmers' Market
Operations Manual & Vendor Registration Form
2011**

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I. Mission Statement

The Sandusky Bay Farmers' Market is operated by the Erie County Coalition for Local

Resources. The mission of ECCLR to increase accessibility to safe, locally grown, nutritious food and to increase knowledge about responsible resource management for the inclusive benefit of those who visit, work and live in Erie County and the surrounding regions, for this generation and the generations to come. It is our goal to use our network of resources to encourage and promote local production and consumption of crops and goods by providing information and programs for producers of quality agricultural, cottage food, and hand crafted products. We aim to create a mutually beneficial relationship between the downtown and other local businesses with the market vendors; and to provide the best possible experience for customers of the downtown market and other downtown businesses.

II. Organizational Contact Information, Location, Dates & Times

Contact Information

Erie County Coalition for Local Resources
2350 Cleveland Road,
Sandusky, Ohio 44870

419-508-8779

419-290-0442

Fax 419-625-0778

<http://sanduskybayfarmersmarket.org/>

Joshua Pribanic, Co-Manager

Lauren Berlekamp, Co-Manager

Market Location

The market will be located in the parking lot located downtown Sandusky on the corner of West Market Street and Jackson Street (behind Peddler's Alley)

Market Dates of Operation

The market will begin operation on Wednesday, June 1, 2010 and continue weekly, every Wednesday, through Wednesday, October 26, 2010 (22 weeks).

Market Times

The market is open for sales from 3:00-6:00 p.m. The lot will be cleared and ready for vendors to begin setting up by 2:00 p.m.

III. Inclement Weather Policy

The market will operate rain or shine. Vendors may use their own discretion about setting up during inclement weather. **Failure to show due to a forecast of rain will not be held against any vendor. Rain must be forecast for the hours between 2pm and 6pm the day of the market.**

IV. Vendor Eligibility & Allowed Products

Vendor Eligibility

Food and produce vendors are encouraged to grow the items they offer for sale at the market. Items that were not produced by the vendor must be clearly labeled as such and must state the location from which they were grown in order to increase accountability and traceability of the products for food safety purposes. All signage displayed must be truthful. Management reserves the right to remove any deceiving signage. We encourage farmers to label their produce as "(farm name) Grown", "Homegrown", or "Ohio Grown". Example: Do not label produce as grown on your farm if you purchased it for resale from another farmer. But feel free to label it as "Homegrown or "Ohio Grown" as it applies. Craft and artwork items must be handcrafted.

Because the City of Sandusky, its citizens and property owners support the Sandusky Farmers' Market, locally owned businesses may participate at the discretion of market management.

Vendors may choose to share space with another vendor, as long as each vendor meets the eligibility requirements of the market and abides by the vendor conduct regulations contained in this document. Space sharing arrangements must be pre-approved by market management.

All fees and any fines must be paid for a vendor to be considered eligible for participation in the market, week to week.

All vendors must provide the market management with a completed registration form.

All vendors are required to abide by all Local, State, and Federal Laws that regulate their particular goods. Sandusky Bay Farmers' Market, Erie County Coalition for Local Resources, Joshua Pribanic and Lauren Berlekamp (the Sandusky Bay Farmers' Market co-managers), will not be held responsible for fines issued by any government agency to vendors found not complying with the law. This includes, but is not limited to, Erie County Health Department, Ohio Department of Taxation, or the USDA. If you have a question about any regulations applying to your goods, please consult with management. However information distributed by management is meant as advice only and not as a substitute for consulting a legal professional.

Allowed Products

- Fresh, high quality fruits, vegetables, herbs, flowers, bedding plants and potted plants may be sold at the market.
- Home made baked goods, honey, jams and jellies, vinegars, maple syrup and other home processed foods may be sold provided the items are all labeled in accordance with Ohio Department of Agriculture specifications. Cider, cheeses, eggs, and other potentially hazardous foods are subject to additional requirements for licensing, labeling and handling.
- Craft and artwork items must be handcrafted. Craft items and artwork may be admitted at the discretion of the market management. Market management reserves the right to refuse sales of items not deemed hand-crafted.

Vendors of taxable items are responsible for collecting and remitting sales tax as required by law.

V. Vending Space, Permanent Vendors, Transient Vendors and Parking

*****Management will be on site beginning at 2:00pm and remain until the last vendor has left the site.**

Vending Space

- Each space provided is approx. 9' x 18' (standard parking space size). Vendors are allowed to park their cars within the space provided that they do not detract from another's space, and that they arrive no later than 2:30 pm.
- Vendors must unpack their goods and displays prior to 3 p.m.
- In the interest of public safety, vendors who arrive after 2:30 p.m. on market day may, at the discretion of market management, be barred from driving their vehicles into the market area. They will have to unload elsewhere and carry in their goods.
- Vendors may not reassign or in any way transfer their assigned spaces to someone else.
- A vendor may choose to rent more than one space, but market management reserves the right to limit the number of spaces rented by individual vendors.

Permanent Vendors

- Your space will be reserved for the length of time you indicate on the application. A deposit equaling 4 weeks of your space fees is required in order to reserve a Permanent Space.
- Permanent Vendors are required set up every Friday in the space reserved, or call by Noon on Thursday to cancel. Only 2 consecutive excused absences are allowed. After the third consecutive absence, your reserved space will be made available to the other vendors. As long as you have called ahead on your first two absences - no penalties will be taken out of your deposit
- Lack of attendance without notification is tolerated for only one (1) time during the season. After your first no show, one (1) week's fees will be deducted from your deposit. After the 2nd no-show, your contract is cancelled and the remainder of your deposit is returned.
- If all terms of this contract are fulfilled, your deposit will be returned to you minus any missed days you may have incurred.

Failure to show due to a forecast of rain will not be held against any vendor. Rain must be forecast for the hours between 2pm and 6pm the day of the market.

Transient Vendors

- Space reservations for transient vendors are preferred one week in advance, but vendors may call by noon of sales day to see if any spaces are still available.
- Transient vendors may make advance reservations for specific market days, as long as payment for space fees accompanies the reservation.
- Transient vendors who arrive at the market without making advance arrangements will only be accommodated at the discretion of market management on a first come, first serve basis.

Public Parking

Street parking is available along both West Market Street and Jackson Street. There is also a free public parking garage located on the southwest corner of Columbus Avenue and Market Street, within view and reasonable walking distance of the Sandusky Farmers' Market.

VI. Fees and Refunds, Fines

Fees

- The rate for a standard vending space is \$10 per week. A vendor may choose to rent more than one space, but market management reserves the right to limit the number of spaces rented by individual vendors.
- All reserved space fees must be received prior to market set up unless other arrangements have been made with market management.
- The Erie County Coalition for Local Resources will charge a \$30 fee for processing any returned check.

Refunds

- Any refunds will be made at the discretion of market management.

Fines

- All vendors are required to clean up after themselves. Any vendor who leaves behind trash, debris, litter, leftover produce, or any other items they brought to the market may be assessed a fine of \$25, plus any required expenses, for clean-up.
- The fines will be assessed per incident, and all future participation in the market is prohibited until the fine has been paid.

*** ALL PAYMENTS RECEIVED FROM VENDORS WILL BE DIRECTLY INVESTED INTO A PERMANENT DOWNTOWN LOCATION FOR A YEAR ROUND MARKET.

VII. Non-profit Use and Activity Limitations

Organizations are specifically prohibited from handing out information, soliciting donations, proselytizing, campaigning or otherwise interfering with activities consistent with the mission of the market, unless they have received permission from the market management, have reserved a space with payment and all such activities occur within their designated space. If complications arise from these activities or if another vendor's operations are inhibited, market management reserves the right to prohibit these activities if they are inconsistent with the mission of the market.

Businesses and community organizations will be given preferential treatment in cases where there is more demand for space than availability.

VII. Market Facilities

The Sandusky Bay Farmers' Market does not currently provide a public restroom and may or may not provide public restroom facilities by the season's end. However, we will be able to refer those in need to public restrooms available in accommodating downtown businesses.

The Sandusky Bay Farmers' Market will provide signage for the market.

Subject to space availability, the Sandusky Bay Farmers' Market will provide an information table for downtown businesses and for non-profit organizations. All entities wishing to place information on the table must make advance arrangements with market management.

When possible, market management will also arrange for volunteers to act as market valets, assisting customers with transporting their purchase to their vehicles.

The Sandusky Farmers' Market may or may not be able to provide electricity. We do not provide tables or awnings.

IX. Marketing and Advertising

- Erie County Coalition for Local Resources recognizes that (a) Sandusky Farmers' Market/Sandusky Bay Farmers' Market is public domain and reserves the right to use the name Sandusky Farmers' Market/Sandusky Bay Farmers' Market as it applies to the event. ECCLR will publicize the event through posters, Sandusky Bay Farmers' Market website, brochures and other publications, as well as press releases and advertising to the extent that the budget allows.
- Erie County Coalition for Local Resources reserves the right to sell sponsorships on behalf of the budget supporting Sandusky Bay Farmers' Market and to collect donations to invest in a future year round market in the downtown, location to be determined.
- The Sandusky Farmers' Market/Sandusky Bay Farmers' Market Logo is licensed under a

Creative Commons Attribution-Noncommercial-Share Alike 3.0 License and may be used under the parameters described by this license outlined at the following website: <http://creativecommons.org/licenses/by-nc-sa/3.0/>

- We encourage vendors to publicize their participation in the market and they may use the website forums, the logo and other creative means in order to do so.

X. Vendor Conduct & Operation

- Vendors will present and conduct their business in a professional manner. Courtesy and honesty are required.
- Vendors must have signs on their displays identifying their farm or business.
- Vendors may set their own prices. Pricing must be clearly indicated in writing for all items offered for sale. This may be done through the use of individual price stickers on items, individual price signs for each type of produce, or a list of prices on a large sign clearly visible to customers.
- Any products not grown or created by the vendor must be clearly labeled as to their origin.
- Smoking is discouraged.
- Consumption of alcohol is prohibited.
- Vendors are required to keep their sales area, including the ground, clear of garbage. Vendors are responsible for removing all of their garbage from the area when they leave. Vendors offering samples and handing out paper cups, napkins, etc. must have a trash can for customers to use. Any garbage not picked up may result in a fine from market management.

Any scales used by vendors must be inspected and approved by the Erie County Auditor's Offices.

XI. Licensing and Regulatory Requirements in Brief

These guidelines are provided as a convenience only. All vendors are required to comply with licensing and regulatory requirements of the ODA and the Erie County Health Department. Any question at all about handling or selling food products should be referred to one of those agencies.

Labeling of Home Produced Foods

The Ohio Department of Agriculture requires all home made food goods to be labeled as described on the following page in a diagram sourced from the *Farmers Market Review Program*

booklet published by the Ohio Department of Agriculture Food Safety Division

Potentially Hazardous Foods

- In addition to the labeling requirements, vendors of all potentially hazardous foods must be licensed by the Wood County Health Department or the Health Department of the County where the food is produced.
- Potentially hazardous foods are those that must be kept refrigerated to inhibit the growth of dangerous organisms. Some common examples of potentially hazardous foods are: custard pies, cream or meringue pies, cheese cakes, cheeses, eggs, cut tomatoes and cut melons.
- For a more comprehensive discussion of potentially hazardous foods, refer to the *Farmer Market Review Program* booklet published by the Ohio Department of Agriculture, Division of Food Safety. For any further questions about these foods, contact the Wood County Health Department.

Cheeses and Eggs

Both cheeses and eggs need to be USDA or ODA inspected. Eggs must have labeling with 1) Name of producer or repacker, 2) Count, 3) Date packed, 4) Grade/Ungraded, along with safe handling instructions, and maintain temperature at 45 degrees or below. Cheeses must be labeled per the labeling requirement handout on page 10. Labeling requirements are different for eggs and cheeses.

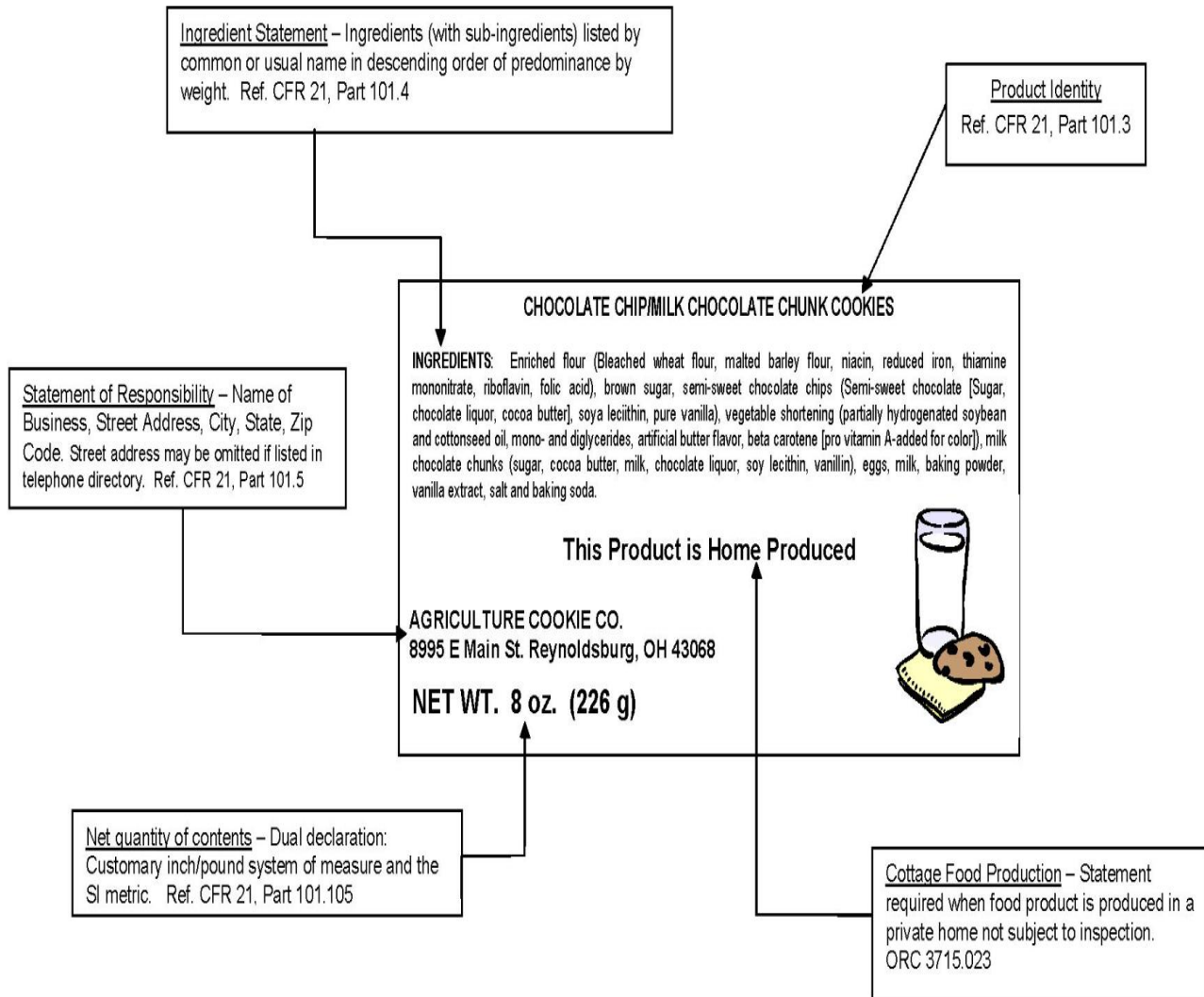
Cider

Unpasteurized cider or juice products must have a warning statement: "WARNING: his product has not been pasteurized and, therefore, may contain harmful bacteria that can cause serious illness in children, the elderly, and persons with weakened immune systems"

Samples and General Food Handling

- Vendors giving out free samples are not required to have a Health Department license.
- No bare hand contact is allowed with any ready-to-eat foods. Vendors must use tongs, waxed paper or gloves to keep from touching the foods.
- Hair restraints—hair nets, hats, headbands, ponytail holders—must be used when working with ready-to-eat foods.
- It is highly recommended that vendors who also have contact with animals have a hand washing station and hand sanitizer available

BASIC COMPONENTS FOR LABELING REQUIREMENTS



XII. Non-Compliance

The Sandusky Bay Farmers' Market reserves the right to refuse any vendor, organization, or product that is not in keeping with these rules or the quality standards of the market. We reserve the right to terminate the participation of any season long vendor who does not comply with our rules and quality standards.

XIV. Grievance Procedures

Any grievances should be addressed to the market management.

Market Operates on Wednesdays, June 1, 2011 - October 26, 2011 from 3PM-6PM

Vendor's Name _____
Business Name _____
Address _____
City _____ County _____ Zip _____
Phone #(s) _____ Fax _____
Email _____ Website _____

I Will Participate at a: () Permanent Vendor – Every Week () Transient Vendor - Dates Indicated Below:

- | | | | |
|-------------|---------------|------------------|----------------|
| () June 1 | () July 13 | () August 24 | () October 5 |
| () June 8 | () July 20 | () August 31 | () October 12 |
| () June 15 | () July 27 | () September 7 | () October 19 |
| () June 22 | () August 3 | () September 14 | () October 26 |
| () June 29 | () August 10 | () September 21 | |
| () July 6 | () August 17 | () September 28 | |

FOR PROMOTIONAL & LABELING PURPOSES

Items you intend to sell:

How long have you been farming or creating products? _____

How long has the land of your garden been farmed? _____

Are your products certified organic? _____

Interesting facts about you, your farm, or your business? _____

Would you be interested in performing a demonstration at the Market?

What would you like to demonstrate and how will you do it? _____

If we receive requests from shoppers looking for a specific product or farm...

May we give out your phone/ Fax? Yes _____ No _____

May we give out your e-mail address? Yes _____ No _____

If you plan on using your vehicle as a part of your set up in your market space, please fill out the following information about your vehicle.

Vehicle Make & Model _____

Vehicle License Number _____ Type (pickup, van, etc.) _____

I have received a copy of the Sandusky Bay Farmers' Market Rules & Regulations. I have read the Rules & Regulations and agree to abide by them. I understand that failure to follow the Rules & Regulations may mean exclusion from the market. I agree to indemnify and hold harmless the Erie County Coalition for Local Resources and the City of Sandusky and their representatives from any property damage or personal injury caused, occasioned or sustained by me or those under my control or supervision while participating in the 2010 Sandusky Bay Farmers' Market.

Signed _____ Date _____

Please keep this manual for your records and return this signed form to:

Erie County Coalition for Local Resources

2350 Cleveland Road

Sandusky, OH 44870