

## **DOCUMENT PACKAGE FOR PARMELEE FARM MARKET**

Market Time: Saturdays, 10:00 am – 1:00 pm  
June 10<sup>th</sup>, July 8, August 12 and September 9th

To apply for a space please submit your application by April 30, 2017:

### **CONTENTS OF THIS DOCUMENT PACKAGE**

20150306

Guidelines & Rules

Fees

Vendor Application

Vendor Agreement

*In these Documents:*

*Parmelee Farm Market is referred to as “the Market” or “PFM”*

### **TO APPLY**

Complete these items

- Application, signed by vendor-applicant
- Vendor Agreement, signed by vendor-applicant
- Enclose Vendor Fee. Make check payable to Town of Killingworth with “Parmelee Farm Market” in the notes.
- Attach certificate of liability insurance meeting requirements stated in Guidelines. See Item A-15.

Send your completed hardcopy application to

Parmelee Farm Market

Linda Dudek

3 L' Hommedieu Road

Killingworth, CT 06419

If you have questions, contact Karen at 203-996-7858 or send email to [manager@parmeleefarmmarket.org](mailto:manager@parmeleefarmmarket.org)

## **2017 Parmelee Farm Market Guidelines and Rules**

### **A. GENERAL**

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1. Failure to comply with these Guidelines and Rules may result in suspension or expulsion from Parmelee Farm Market (PFM). These Guidelines and Rules may be changed at any time without notice. "Manager" refers to Chester Marketplace, LLC, the organizer of PFM.
2. Produce must be displayed using equipment (tents, tables, chairs) that is in good condition.
3. All products on display should be of high quality and neatly presented. Any products at the market not currently on display should be kept off the ground. Supplies and equipment must be arranged neatly and safely. Non-compliant products or other things may be removed at the discretion of the Manager.
4. All vendor activities must be in compliance with Federal, State and Town laws and regulations. All vendors shall have current licenses and permits as apply (i.e., sales and use, catering, bakery, liquor).

#### **A.1 Use of Vendor Space**

5. Space assignments will be made at the discretion of the Manager in context of an aim to promote a diverse and balanced market environment.
6. Each vendor may park a single truck or trailer in the space designated by Manager (which space may be changed) and may erect a temporary tent and place such further equipment (and/or to use such furniture authorized in writing by Parmelee Farm Market) each market day no earlier than one hour before the market opens, on a space designated by a the manager
7. When PFM closes each market day, Vendor will promptly remove its truck, furniture and other items, clean and sweep vendor's space and the surrounding area.
8. Vendor shall not bring hazardous materials to vendor space.

#### **A.2 Attendance**

9. At least one person who is directly involved with the farm and/or production must attend every PFM event.
10. Each vendor who has signed up is expected to attend every PFM event. A vendor who fails to attend PFM event they have signed up for may be levied a monetary penalty and/or have the right to attend PFM terminated without notice.
11. If vendor cannot attend a PFM event, vendor shall send a notice to [manager@parmeleefarmmarket.org](mailto:manager@parmeleefarmmarket.org) at

least 24 hours in advance. In the event of an unexpected last minute problem call Karen at 203-996-7858

12. PFM events will take place as scheduled even in the case of inclement weather -- unless there are obviously dangerous weather conditions or public safety officials require cancellations. Notice of cancellation will be posted on the PFM Facebook page as soon as feasible.

### A.3 Other

13. Each vendor shall allow Parmelee Farm Market to conduct visits of the farm or site of production prior to admission to the PFM program or at any time throughout the PFM season.

14. All vendors participating in Parmelee Farm Market program shall pay applicable fees. Fees are used to cover PFM operational costs, miscellaneous equipment, promotion, etc. .

15. A certificate of insurance is required. All vendors must maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, and **naming Town of Killingworth and Parmelee Farm as additional insured ATIMA**. Certificates of insurance must clearly indicate that the policy will not be cancelled or modified without thirty days written notice to the additional insured.

## B. PRODUCTS WHICH MAY BE SOLD AT PARMELEE FARM MARKET

1. The emphasis will be on food products or directly derived from farming as it is practiced in Connecticut. The Manager has the discretion to deem particular products unsuitable for PFM.

2. All produce sold at PFM must be grown in Connecticut. We strongly recommend the CT Grown logo be posted at your tables.

3. Our preference is for Connecticut sourced food products which are other than produce. If you would like to sell products with ingredients from an-other-than Connecticut farm or source, that must be clearly noted on your application as well as discussed with the Market Manager before you bring these products to the PFM

4. These Guidelines and Rules contemplate three kinds of Producers: (a) a Farm Producer which is based on a farm; (b) a Food Producer which uses locally sourced farm products in consumable goods; and ( c) an Other Producer.

For Farm Producers, agricultural and livestock-derived products should be grown or gathered on your Connecticut farm or another Connecticut farm.

For Food Producers, products must be made by the vendor in Connecticut with ingredients in compliance with those of Farm Producer. We recommend that ingredients be purchased from Connecticut farms (examples: milk in yogurt and meat in sausages). If the main ingredient cannot be sourced locally, the theme ingredient should be grown in Connecticut (examples: the peppers in roasted red pepper hummus or the rosemary in rosemary-infused olive oil). Minor ingredients, such as spices, or products not grown in the Connecticut region (such as olive oil or vinegars), may certainly be purchased from non-local sources.

For Other Producers, products must be made by the vendor in Connecticut with locally grown or raised products. Examples may range from soaps to wools to creams to wood products. If a product is not specifically named in the following guidelines the application will be reviewed and admitted to the market (or not) on a case-by-case basis.

- JAMS, PRESERVES, PICKLES, SAUCES & OTHER CANNED FRUITS & VEGETABLES: Farm Producers must use their own or Connecticut grown fruits and vegetables as the main (or theme) ingredient.
- SALSAS, PESTOS, SPREADS AND FLAVORED OILS: Farm Producers must use their own or Connecticut Grown fruits and vegetables as the main (or theme) ingredient.
- FLAVORED MILK, YOGURT, CHEESE, BUTTER, AND OTHER DAIRY: must use milk that comes from the Farm Producer's herd or a Connecticut dairy. Additional flavor enhancing ingredients (such as the fruit in yogurt) when possible should be grown by the Farm Producer or purchased from a Connecticut farm.
- BAKED GOODS: must be made from scratch by the Producer. The Producer should use seasonal ingredients (such as fruits, meats, vegetables, grains, maple syrup, honey and dried fruits) from Connecticut when available. No commercially-made crusts, mixes, or fillings are permitted in any bakery or grain product.
- PREPARED FOODS: such as soups, quiches, and salads must be made from scratch by the Producer. The primary ingredients (or the theme ingredient) of the product, such as vegetables in soup and salad or eggs in quiche, should be purchased from a local farm or dairy.
- FISH & SHELLFISH: must be raised or caught locally and sustainable.
- MEAT: must be CT grown. Grazing animals must have regular access to pasture. All animals must be free to move around. You may not feed hormones or any unnecessary antibiotics. Animals may be processed off-farm at a USDA-certified facility. (It is possible to sell meat from another Connecticut Farm with approval from the manager. After which, it must be clearly marked, indicating the name of the farm from which the product is sourced.) If you are uncertain whether or not your meat source complies with these guidelines, please don't hesitate to contact us.
- HONEY: must come from Producer's own hives but can be processed off-farm.
- SOAPS & NATURAL BODY PRODUCTS: must be made by the Producer. They must incorporate seasonal and regional ingredients whenever possible. Out-of-region ingredients such as cocoa butter, oils and essential oils may be purchased.
- FLOWERS, PLANTS, ORNAMENTAL GREENERY, ETC: are not ordinarily permitted. Wreaths and ornamental decorations using materials gathered or grown on a Connecticut farm may be admitted to the PFM on the discretion of the Manager.

5. For additional guidelines/ information see Connecticut Department of Agriculture "FARMERS' MARKET REFERENCE GUIDE," [www.ctgrown.gov](http://www.ctgrown.gov), <http://www.ct.gov/doag/cwp/view.asp?a=3260&q=448674>

## **PARMELEE FARM MARKET VENDOR FEES 2017**

Vendor fees finance the Parmelee Farm Market's operational costs throughout the season. We have structured market fees for 2016 by comparing statistics and fee structures of farmers' markets across the country.

- A. Community Tent - Nonprofit or local organizations (scheduled in advance) - **NO FEE**
- B. Pole Barn - 10 x 10 space (no tent required) **\$120 Season (4 Markets ) / \$30 per week**
- C. Single 10 x 10 Tent **\$80 Season (4 markets) / \$20 per week\***
- D. Two 10 x 10 Space under Pole Barn **\$ 210 Season (No weekly fee available)**
- E. Two 10 x 10 Tents or 1 tent with standard size vehicle, truck, van, or small trailer **\$150 per season**

\* The weekly fee structure is only available on a case by case basis, within the Manager's discretion.

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## APPLICATION FOR PARTICIPATION IN 2016 PARMELEE FARM MARKET

Vendor: \_\_\_\_\_ Office Ref: \_\_\_\_\_

Street Address, City, Zip: \_\_\_\_\_

Form of business:  corporation  LLC  sole proprietorship  partnership  Other: \_\_\_\_\_  
 Farmer  Food Producer  Other: \_\_\_\_\_

Website: \_\_\_\_\_ Email: \_\_\_\_\_

Phone number Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of key person for you at the market: \_\_\_\_\_ Cell: \_\_\_\_\_

According to the Guidelines which of the following best describes you? (Check all that apply)

If Farmer/Farm Producer:  Fruit and Vegetable  Animal Products  Fisher

If Food Producer:  Baked goods  Prepared Foods and/or preserves  Other (specify) \_\_\_\_\_

List the items you plan to sell at the market (use additional sheet if desired):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor space/size: Pole Barn:  Single  Double Tent:  Single  Double  Box Truck w/ Tents

Require power?  YES  NO

What additional equipment?  tables/stands  Other (specify) \_\_\_\_\_

If a weekly vendor, what weeks do you plan to attend the market: \_\_\_\_\_

IF FARM PRODUCER: Farm Size:  Acres Location (Street and Town): \_\_\_\_\_

Will you use/sell from CT grown sources other than your farm?  YES  NO If YES, list all CT grown produce you propose to buy and from what farms/source?  
\_\_\_\_\_  
\_\_\_\_\_

IF FOOD PRODUCER: From what CT farm(s) or source(s) are you buying your ingredients?  
\_\_\_\_\_  
\_\_\_\_\_

Check if any of the following describes your business practices:  certified organic  organic uncertified  
 pesticide/hormone/antibiotic free meat and/or dairy

The undersigned acknowledges having read and understood the Guidelines and Rules and submits this application along with a certificate of insurance, signed Vendor Agreement, and fee. Acceptance of this application is subject to the discretion of Parmelee Farm Market, Manager. If the application is not accepted, any fee will be returned. Participation in Parmelee Farm Market is subject to execution of the Vendor Agreement and the terms thereof.

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

By (sign) \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

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## VENDOR AGREEMENT

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This agreement, effective on the last date of signing below, is between Vendor as set forth below and to the Parmelee Farm Market program ("PFM") in Killingworth, Connecticut during the year 2016. The parties represent and agree as follows:

Vendor is hereby granted the revocable right to occupy a space designated by Manager at one or more of the Parmelee Farm Market events, as the space is specified below.

Vendor shall abide by the 2017 Parmelee Farm Market Guidelines and Rules, hereby incorporated by reference, as such may be amended in the future. Vendor shall comply with all Rules and Regulations of the Town of Killingworth.

Vendor acknowledges that participation in PFM is solely within the discretion of Manager. Manager may terminate this agreement or suspend Vendor's participation in PFM in Manager's sole discretion, with pro-rata refund of any fee paid to Manager. If Vendor fails to regularly sell goods at PFM weekly events or fails to comply with the Guidelines and Rules, Manager may terminate this agreement without any refund. Manager may levy a fee for failure of Vendor to attend PFM events regularly.

Vendor's participation in the PFM program is at Vendor's sole risk. Manager and Town of Killingworth make no representations or warranty other than expressly stated herein. Vendor is solely responsible for all permits and licenses which are required for activities at PFM – Vendor's application for which shall be forwarded to the Town of Killingworth by Manager.

Vendor assumes full responsibility for all activities conducted by it or for it at PFM. Vendor shall hold harmless, defend and indemnify the Town of Killingworth, Connecticut, Parmelee Farm and their respective officials, employees, agents, officers, directors, and successors and assigns, against any and all liability, loss, damage, damage expense, suits, claims, penalties or judgments arising from Vendor's acts or omissions in connection with Vendor's participation in PFM. This provision shall survive termination of this agreement.

Vendor agrees to provide and maintain general liability insurance in the amount of at least \$1,000,000, with Town of Killingworth, Connecticut and Parmelee Farm both named as additional insured with a right to 30-day notice of cancellation.

Vendor understands this agreement and understands it sets forth legal obligations. This agreement may only be amended in writing signed by both parties.

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

Signed by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_

Accepted by Manager: By \_\_\_\_\_ Date \_\_\_\_\_

-----*The below is to be completed by Manager prior to signing*-----

Vendor space/size assigned:  Single Tent  Double Tent  Box Truck w/ Tents

Additional equipment  tables/stands  Other: \_\_\_\_\_

Insurance certificate received  Fee Received \$\_\_\_\_\_