

Gray Street Farmers' Market  
Vendor Regulations and Rules 2009

Read these rules and regulations carefully before signing below. Keep a copy for your records – these rules are a part of your agreement with Gray Street Farmers' Market (hereinafter “the Market”). Please return a signed copy with your application. Failure to observe these rules and regulations may result in suspension or termination of the undersigned (“Vendor”) Market participation. If you have questions regarding these rules, contact the Market Manager, Melissa Schreck, School of Public Health and Information Sciences, at (502) 852-8781 or [melissa.schreck@louisville.edu](mailto:melissa.schreck@louisville.edu).

This farmers' market is the result of several organizations working together to try and increase access to locally grown food for those individuals who live and work near Phoenix Hill, Smoketown, Liberty Green and Shepherd's Square. Lead agencies for the effort are the University of Louisville School of Public Health and Information Sciences and the Louisville Metro Department for Public Health and Wellness.

**1) Market Location and Time**

- a. 400 block of E. Gray Street, Louisville, KY 40202
- b. Day/Time: Thursdays, 11:00 AM - 3:00 PM
- c. Season: June 4 – October 29, 2009

**2) Vendor Membership Fee**

- a. Annual Market Membership Fee = \$20 . All vendors must be paid members of the Market. Fee is due once you have received your Vendor Confirmation Letter and is non-refundable.

**3) The Market will be governed by the Market Committee.**

- a. A governing committee of eight to twelve members will be established. This will be a mix of representatives from local businesses, farmers, community members, and the Market Manager. Contact the Market Manager if you would like to be considered for committee membership or if you want to receive a list of the committee members.
- b. The Market Committee will seek to maintain a vendor distribution with appropriate numbers of producer vendors in the following categories.
  - i. Fruits/Vegetables
  - ii. Eggs/Meats/Cheeses/Mushrooms
  - iii. Plants/Cut Flowers
  - iv. Baked Goods/Jams/Jellies
  - v. Honey/Herbs/Sorghum/Soaps/Candles/Other
  - vi. Prepared foods
- c. Some vending spaces will be reserved for use by non-profit organizations and groups as approved by the Market Committee.
- d. Day to day management of the Market will be the responsibility of the Market Manager.
- e. Grievance Procedures:
  - i. The Market Committee will be responsible for enforcement of the rules. Any formal complaints or grievances should be submitted in writing to the Market Manager or to a member of the Market Committee.
  - ii. Decisions of the Market Committee are final as to all matters involving the operation of the Market.

#### 4) Product and Sales Regulations

- a. Participation in the Market requires the submission of an application and signed Regulations as well as selection by the Market Committee.
- b. All products and produce sold by producers must be locally produced or grown by the individuals, families, groups or farms. Locally grown or produced is defined as Kentucky or Southern Indiana (Bloomington and south). Products made from locally grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments, etc.
- c. In addition to agricultural, horticultural, and food items, non-edible products may be sold at the Market such as dried flowers, dried flower arrangements, vine wreaths, gourds, body care products and beeswax candles. All materials must be found, grown, foraged and/or produced by the producer on a local farm or land.
- d. Consignment selling is permitted whereby a vendor (grower or producer) consigns his product/produce to be sold by another vendor, provided produce/products are grown/processed locally, as defined above. No items from the Louisville Produce Terminal, or any other wholesale outlets, are allowed.
- e. Only those items listed on the vendor's confirmation letter may be sold. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market.
- f. The Market Manager has the discretion to make allowances or exceptions for the sale of items not listed on a Vendor's confirmation letter, and/or the sale of non-resident products (items not made or grown locally) based on the potential benefit that doing so would add to the overall appeal and attractiveness of the Market. Exceptions may include food and drink items sold by food service vendors.
- g. Vendors are responsible for conforming their products or produce to applicable USDA standards and guidelines.
- h. The Market reserves the right to inspect or spot-visit any farm or establishment that is the source of any items sold or distributed at the Market, with advance notice if possible, as necessary throughout the season.
- i. Produce offered for sale must be grown, harvested and cared for postharvest to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf-life remaining, which may be useful for processing (i.e. sauces), must be labeled as such. The Market Manager may require the Vendor to remove poor quality produce. It is hereby acknowledged that the undersigned Vendor is solely responsible for the quality and removal of unsalable goods.
- j. All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the Market.
- k. Vendors selling processed food must be certified through the Kentucky Department of Public Health as either a home-based processor or home-based microprocessor (Kentucky HB 391). A copy of the certificate must be provided to the Market Committee and displayed by the vendor at the Market.

- l. Vendors will determine their own pricing. Vendors are expected to refrain from engaging in the systematic or deliberate underselling of other Vendors.
- m. No live animals will be sold at the Market.
- n. No drugs or alcoholic beverages will be sold or used at the Market.
- o. Smoking is not allowed at the Market.
- p. The Market is not equipped to provide electricity to Vendors during the 2009 season. The Market Committee will investigate options for supplying electricity to Vendors in the future.
- q. Vendors are expected to participate in at least two meetings annually, one at the beginning of the season and one at the end.
- r. Rules and Regulations may be amended or revised from time to time by the Market Committee or Market Manager.

## **5) Rules of Operation**

- a. The Market will open for business at 11 AM on designated days. Vendors should arrive prior to 10:45 AM and be set up and ready to sell at 11 AM. The Market will close at 3 PM.
- b. Vendors are expected to furnish their own tables, chairs, tents and any other equipment needed to operate their booth.
- c. Vendors will maintain their booth until the pre-determined time of closing and will not engage in selling prior to Market opening or after Market closing.
- d. Market prices for all items must be visibly posted.
- e. Vendors will operate their stands in a safe and sanitary manner, arrange their tables to create an attractive display, keep their areas clear of debris, and keep edible products off the ground.
- f. Vendors must be honest and courteous at all times. Disagreements with other vendors, the Market Manager, Market Committee, or customers must be handled in a respectful manner.
- g. Vendors are individually responsible for conforming to all city, state and federal laws including the securing of any licenses or certifications required for the operation of their Market space and for the items they sell or distribute at the Market. Vendors selling non-consumable items will comply with and satisfy their sales tax obligations.
- h. All scales used must be for legal trade, made for commercial use, and be inspected and sealed annually by the KDA Division of Regulation and Inspection.
- i. Vendors will clean their sales area and take home all refuse at the end of each market day. Vendors selling readily consumable items (all prepared food vendors) must provide a waste receptacle for used wrappers, napkins, cups, etc.
- j. Vendors who cannot attend the Market on any particular market day are expected to notify the Market Manager by noon of the prior business day. Absences without notice may result in space reassignment or termination from the Market.
- k. Vendors are asked to provide their own paper bags to customers. Plastic bags are allowed, but not preferred.

**\*\*Be sure to include this page (with signature) in your application packet.**

**6) Release and Indemnification**

- a. As a condition of participating in the Market, the undersigned vendor on behalf of themselves and their company and all its employees, subcontractors and agents, recognize, acknowledge and agree that they, both individually and collectively, are solely responsible for their wares and conduct and agree to release, hold harmless, defend and indemnify the Market, the Market Manager, the Market Committee Members acting in that role, the University of Louisville, and its officers, directors, members, employees, and agents [collectively referred to as “the Protected Parties”] from and against all liability, claims, demands, losses, damages, costs, expenses (including attorney’s fees), fines, judgments, and penalties arising from Market participation.
  
- b. If any of the foregoing provisions should at any time be held unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND  
AGREE TO BE BOUND AND ABIDE BY THEM IF ALLOWED TO PARTICIPATE IN THE  
GRAY STREET FARMERS’ MARKET:

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Signature of Applicant Date

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Applicant Name (printed)

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Farm or Company Name