



# Cooperstown Farmers' Market

P.O. BOX 1130 • COOPERSTOWN, NY 13326

PHONE & FAX: 607.547.6195

## 2009 Rules and Regulations

1. Vendors who participate in the market 16 or more times per selling season will be considered full-time vendors. Full-time vendor benefits are based on seniority and include preferential vendor space allocation, listing on the Cooperstown Farmers' Market website, and inclusion on the market billboard sign.
2. The stated objective of the Cooperstown Farmers' Market is to support locally grown produce and locally made crafts. To this end, 80% of the goods and produce offered by each vendor must meet the standard, i.e., must be produced within the environs of Otsego County by the vendor, a member of the vendor's immediate family, or representative. For the 20% of brokered products offered by a vendor, the vendor must fill out the sign provided by the Market Manager that identifies where the items were grown or produced. Fruit from adjacent states may be sold at the market if it is not in season in New York State. Priority will be given to agricultural vendors. All crafts must meet the standard criteria of the Vendor Selection Committee. All applications and necessary related materials must be submitted at least two weeks in advance of the vendor's desired first market date for consideration by the Vendor Selection Committee. (currently being reviewed)
3. The producer, or in the case of agricultural vendors, the farm, is required to be within a 50-mile radius of the Cooperstown Farmers' Market.
4. The Vendor Selection Committee shall be a permanent committee of three consisting of the elected Market Board Chair (always to be a vendor), the Market Manager and the Otsego 2000 Associate Director. The committee will share vendor selection duties, in full accordance with the market rules and regulations, and with the vendor selection guidelines. In addition, three Vendor Advisors are to be elected by the vendors to assist in the jury process, one each for agriculture, crafts and baked goods (staggered terms of three years). The Vendor Advisor for each category will be called upon to assist in the decision making regarding products in his/her specific category but will not have a vote. The Vendor Selection Committee shall be responsible for determining quality, eligibility, space availability and saturation issues. Members of the Market Board cannot be Vendor Selection Advisors, and vice versa. (currently being reviewed)
5. The Market Board is to be comprised of four vendor representatives, two Otsego 2000 board members, and one Otsego 2000 staff member, with two vendor alternates; non-staff Market Board representatives and alternates are to be selected by the vendors, by vote, at the Annual Meeting (staggered terms of three years). The Chair of the Market Board, who also serves as the vendor liaison to the Market Manager, is to be selected by the vendors, by vote, at the Annual Meeting.
6. All vendors are welcome and encouraged to assist with matters of the physical environment and marketing, promotion, and special events.

7. On the second Saturday of each month during the regular market season, the Vendor Selection Committee will meet with applicants to review applications, necessary related materials and samples at the close of the market (or at a predetermined time in the off season) in the Otsego 2000 conference room. After the prospective vendor has left, the committee members will discuss the application in private, and a confidential vote will be taken – the results of this vote will be recorded on the application, which will then be returned to the Associate Director. If an applicant is denied, the details of this decision will be recorded in writing, a copy of which will be attached to the application. Vendor Selection Committee discussion and decisions regarding applications and/or prospective vendors are to remain confidential.
8. The market will run rain or shine.
9. All licenses, seals, and insurance required for the sale of any items in the state of New York are the responsibility of each individual selling such items. If a vendor is providing his or her own insurance, a copy of their liability insurance certificate (listing Cooperstown Farmers' Market/Otsego 2000 and The Scriven Foundation as additional insured) must be submitted with their Cooperstown Farmers' Market Application. Vendors without proof of insurance will not be allowed in the market. Vendors must submit any required licenses, seals, or permits with their application and have them available at their stand for inspection. All vendors are required to comply with any applicable state and federal regulations administered by the New York State Department of Health, New York State Department of Agriculture and Markets, and United States Department of Agriculture.
10. Regardless of the number of markets they are planning to attend, vendors will pay an annual registration fee of \$20.00 at the beginning of the market year or at the first market they attend. A site fee of \$20.00 per market for a standard 8-foot booth will be charged and will apply to all vendors. Fees will be collected each week. Vendors who are brand new to the market are required to pay the \$20.00 registration fee and the initial \$20.00 weekly fee – a total of \$40.00, non-refundable – in advance of their first market, immediately upon receipt of their acceptance letter. Vendors who pay in full for their vendor space at the beginning of the season for the entire market season will receive 15% off the cost of their space. Vendors will stay within their pre-designated space. Variations of booth configuration are permitted within their pre-designated space. In the event of bad weather vendors should decide individually if they want to attend. If a vendor comes to the market the fee must be paid. If a vendor chooses not to come due to bad weather, the 72-hour rule will be waived. There will be no refunds of pre-paid annual weekly fees.
11. The Market Manager shall assign selling spaces based on seniority and whether the vendor is full-time. Changes will be made only with the approval of the Market Manager and based on availability. Established full-time vendors who left the market in good standing (no violations from previous year) will be permitted to return to the market within the same market season, if space permits.
12. Cleanup and maintenance of each site will be the responsibility of the vendor who is occupying that site. The Market Manager will inspect all sites at the close of each market. A \$5 fine will be charged to all vendors who do not leave their site clean at the end of the market.
13. For the health and safety of our customers, dogs are prohibited from the market space. Dogs that are well behaved may be tied to the posts outside the market.

14. Setup will begin at 7:00 a.m. on Saturday morning and must be completed by 8:00 a.m. when the market opens to the public. No vehicles will be allowed in the market building after 7:45 a.m. (fall setup schedule starts one hour later).

Important Safety Note. In accordance with the Fire Codes, extreme care must be taken when operating any vehicle in a covered space. **ALL ENGINES MUST BE TURNED OFF AS SOON AS THE SELLING SPACE IS REACHED.** Nearly every vendor's vehicle has a gas tank, the contents of which could cause a severe fire or explosion. Gas caps should be securely in place. An open filler pipe, or one with a rag stuffed in it, is inviting trouble—so is a leaking gas tank or line. Vendors with unsafe vehicles will be denied access to the market until they have had gasoline leaks repaired and obtained factory standard gas caps. There will be no exceptions.

Also in accordance with the Fire Codes, no free-standing space heaters are allowed in the market space.

Vendors who arrive late will be subject to the following penalties:\*

- Up to 10 minutes late, a fine of \$15
- Between 11-20 minutes, a fine of \$30
- Between 21-30 minutes, a fine of \$45
- More than 30 minutes late, no admittance to the market that day
- After the third offense, a meeting with the Market Board to determine further action

The market will close at 2:00 p.m. and sites must be cleaned and vacated by 3:00 p.m. Vendors who leave the market early will be subject to the following fines:

- 1<sup>st</sup> offense: \$10 fine
- 2<sup>nd</sup> offense: \$20 fine
- 3<sup>rd</sup> offense: \$30 fine

\* It is important to note that legitimate reasons for lateness or leaving the market early can and should be discussed with the Market Manager as soon as possible, in order to avoid the abovementioned penalties.

15. Nonprofit organizations may sell their wares and/or exhibit at the market once a month (more frequently, if space is available), providing the offerings/exhibit are in keeping with the market objective and philosophy. The market's philosophy is to encourage agricultural private enterprise that exists in a mutually beneficial relationship with downtown merchants -- our customers value the direct connection between producer and consumer that lies at the heart of our market, and we've grown steadily over the years to become a mainstay of the community, providing fresh products in a friendly, small-town environment. Like other vendors, nonprofit organizations must apply to the market, listing all items they will be selling/exhibiting, and are required to abide by the market rules. In regard to rule stipulations and Vendor Selection Committee guidelines, nonprofits may deviate from Rule Two in that they must sell a locally produced product, but not necessarily one that they make. If a nonprofit sells a product that competes with a full-time vendor in the market, the vendor will be notified by the Vendor Selection Committee of the competition in advance. Nonprofit groups that fail to comply with setup and closing times will not be allowed in the market for the remainder of the season. Nonprofits are subject to the annual setup fee and the weekly charge. All vendor fees will be waived for nonprofit exhibits, where nothing is sold or solicited.

16. Vendors who will be absent from a market that they committed to in their original vendor application must notify the Market Manager at least 72 hours in advance of the market. Vendors who fail to notify the Market Manager in advance of an absence will be charged their regular weekly market fee of \$20.00. Following three excused absences, or two unexcused absences, a vendor will be referred to the Market Board – at the board's discretion, multiple absences may result in the vendor being dropped from full-time status and/or losing their space if there is an approved vendor in waiting.
17. Vendors are responsible for supplying their own tables and any other items necessary for selling goods.
18. Parking for vendors' vehicles is available behind the Leatherstocking Garage and in Doubleday Field. Vendors are not to park in Pioneer Alley. Customer parking is allowed only where signage dictates.
19. The Market Manager is in control of the market on Market Day. All complaints from vendors or customers should be directed to the Market Manager. If any controversy arises that cannot be settled on the spot, a written account of the controversy should be forwarded to the Market Board. A judgment regarding the dispute will be rendered within five business days.
20. Complaints regarding a vendor (product quality, conduct, or unfair practices) will be handled as follows: the complainant's name and phone number must be taken by the Market Manager at the time of the complaint; a letter written by the Market Manager will be given to the vendor, and will include the date, time and nature of the complaint, with the expectation that the offense will be remedied; a copy of the letter will be given to the director of Otsego 2000 to be put on file; a second complaint will result in a second letter (also to be put on file) and a warning that if a third complaint is made a board meeting to discuss the issue will be held; at the time of a third complaint a board meeting will be held to discuss possible disciplinary action (suspension and/or permanent removal from the market without reimbursement of prepaid fees could occur). Note: If the complaint is a public health concern, the Market Manager will step in at the time of the complaint.
21. Any individual or organization wishing to participate in the Cooperstown Farmers' Market may apply in writing to the Market Manager or to Otsego 2000. Approval is by simple majority of the Vendor Selection Committee. Applicants which, under the market rules, do not qualify for consideration (e.g., not within the required 50-mile radius) will be immediately notified of such, and their applications will not be formally submitted to the Vendor Selection Committee, though the Market Manager will inform the committee of the applicant and subsequent disqualification.
22. No use can be made of the Cooperstown Farmers' Market logo without prior permission of the Board.
23. Opening and closing dates for the market will be determined by polling the vendors.
24. All products will be clearly priced either by categories or individually. Prices must be clearly visible to customers either through a sign at the vendor's stand or by individually marking items. Brokered products must be identified as such -- the vendor must fill out the sign provided by the Market Manager that identifies where the brokered items were grown or produced.

25. Each vendor will have a sign made of durable material to hang from his or her table or from the rafters.
26. Deviations by any vendor from approved products (list of products to be sold on the vendor's original application) must be approved by the Market Manager, e.g., approval of adding baked goods, soaps, etc. The market manager, may, at his/her discretion, request a decision from the Vendor Selection Committee.
27. Smoking in the Farmers' Market building or in front of the entrance is prohibited. The designated smoking area is outside at the rear of the building.
28. Any vendor or representative of a vendor who removes any property from the Leatherstocking Garage that is not their own will be subject to immediate dismissal from the market.
29. Any vendor or representative of a vendor who uses physical violence, foul language, or exhibits other inappropriate or illegal behavior will be subject to immediate dismissal from the market.
30. A communal table will be established for vendors who have a maximum of two specialty items to sell. These vendors will be exempt from Rule 11 (leaving the market early). Their space and products will be governed by the Vendor Selection Committee. Each of these vendors must pay a \$20 annual fee and a \$20 weekly market fee. These vendors must supply proof of liability insurance or purchase liability insurance through Otsego 2000 before entering the market.
31. Vendors applying to the market will be required to sign an Inspection Agreement form. Growers/producers will have their farms inspected on an annual basis. The Market Board will authorize inspections for any other vendors on an as-needed basis if there is a suspected violation.
32. The Market Manager reserves the right to ask that produce and/or products be immediately removed from the market if they are in violation of state law and/or the rules of the market, not on the vendor's original application, or if deemed to be of sub-par or inferior quality by the Market Manager, having consulted with vendor representatives and members of the Market Board.
33. Unless other provisions have been made, the Market Manager will be the sole operator of the five overhead radiant infrared propane gas heaters.
34. Failure to comply with the market rules may result in expulsion from the market. Vendors found to be in violation of the market rules will be written up by the Market Manager in a report, based on documented violation(s), which will then be submitted to the Market Board. The Market Board will convene to discuss the matter and will then meet with the vendor in question, after which the Market Board will vote as to whether to expel said vendor from the market. Notification of the board's decision will be sent by mail to the vendor within five business days. In the event that a vendor is expelled from the market, any/all fees paid in advance are nonrefundable.

**Market Manager:**

Lyn Weir: 607.547.8886 or lyn@lynweir.com

**Market Board Members:**

- **Vendor Representatives**
  - Sherri Byrne (2011)
  - Seth Heller (2010)
  - Meg Kennedy (2011)
  - Kathleen White (2009)
- **Vendor Representative Alternates**
  - Molly Holtje (2010)
- **Otsego 2000 Representatives**
  - Polly Renckens (2010): 315.858.7017
  - Tara Sumner (2008): 607.547.2353

**Otsego 2000 Market Liaisons:**

Robin Krawitz: 607.547.8881 or director@otsego2000.org