



VILLAGE OF MONROE
 7 STAGE ROAD
 Monroe NY 10950
 (845) 782-8341
 www.villageofmonroe.org

VILLAGE OF MONROE FARMERS' MARKET

The Village of Monroe Farmers' Market will be open every Sunday from June 6, 2021 through October 31, 2021. The Farmers' Market will open from 9:00 a.m. to 2:00 p.m. and will be located at the Commuter Lot located on Millpond Parkway between Airplane Park and Bourbon Street Bar and Grill, Monroe, New York 10950. Vendors should plan to arrive early for setup according to rules herein.

2021 Vendor Application Materials

(All required paperwork must be postmarked on or before May 1, 2021.)

Checklist of Required Paperwork

Please check off each item and attach this form to your required paperwork when submitting the application materials. It is in your best interest to complete the necessary forms to the best of your ability. The products that you are permitted to bring to the market are determined, in part, by the crop plans which you submit and the information that you provide herein.

- Vendor Application/Agreement
- Indemnification – Hold Harmless Agreement
- Farm Producer Product List
- Vendor Application
- Farmer Crop Plan
- Certificate of Product Liability Insurance - \$1,000,000.00 Coverage**
**THE CERTIFICATE OF LIABILITY INSURANCE NAMING THE VILLAGE OF MONROE, 7 STAGE RD,
 MONROE, NY 10950 AS ADDITIONAL INSURED.**
- 2021 Signed Farmers' Market Rules Summary Sheet
- Organic Labeling
 All growers/producers claiming organic status or advertising produce/other products as organic must be certified by their state chapter of NOFA, OCIA, Demeter Society, or other program.
- Farmers' Market Registration Fee
- Orange County Department of Health Sampling Permit

Please calculate the requisite fee pursuant to the Vendor Application/Agreement enclosed herein. All checks must be payable to the Village of Monroe (memo: Farmers' Market).

VENDOR APPLICATION/AGREEMENT – TENTS

Name: _____
(First, Last, Middle)

Address: _____

(Street) (City) (State)
(Zip)

Farm/Business Name: _____

Farm Address: _____
(Street) (City) (State)
(Zip)

Phone/Fax: _____

(Work) (Cell) (Fax)

E-Mail: _____

Website Address: _____

Vehicle Information: _____

Description: (Year/Make/Model) License Plate No. and State of Issuance

Primary Contacts: _____

(Billing) (On-Site)

2021 SUNDAY MARKET SEASON DATES

Sundays, June 6, 2021 – October 31, 2021
Farmers' Market runs 22 weeks.

VENDOR FEES

10' x 10' Space: Full Season \$200.00 (1+ Tent)
10' x 10' Space: First Session Dates June 6, 2021 – August 8, 2021 \$150.00 (1+ Tent)

10' x 10' Space: Second Session Dates August 15, 2021 – October 31, 2021 \$75.00 (1+ Tent)

PLEASE RETURN THIS SIGNED FORM WITH COMPLETED CHECKLIST, REGISTRATION FEE, CERTIFICATE OF INSURANCE, INDEMNIFICATION/HOLD HARMLESS AGREEMENT, FARM PROFILE AND CROP PLAN TO: Village of Monroe, 7 Stage Road, Monroe, NY 10950 ANNUAL VENDOR FEES AND ALL APPLICATION MATERIALS DUE BY May 1st, 2021

Payment Policy: Annual Payment is expected by May 1st, 2021.

Please make checks payable to: Village of Monroe (memo: Farmers' Market)

Authorized Signature Print Name Date

2021 SUNDAY MARKET SEASON DATES

Sundays, June 6, 2021 – October 31, 2021

Farmers' Market runs 22 weeks.

I will start the season with:

- 1 Tents 2 Tents 3 Tents 4+ Tents

I will add additional tents during the season as crops/supply warrants as follows:

- 1 Tents 2 Tents 3 Tents 4+ Tents

Authorized Signature Print Name Date

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Name: _____
(First, Last, Middle)

Address: _____
(Street) (City) (State) (Zip)

Farm Name: _____

Farm Address: _____
(Street) (City) (State) (Zip)

Phone: _____
(Work) (Cell)

I/we, the undersigned, have read the Market Rules and Regulations of the Village of Monroe Farmers' Market and do agree to abide by all of these rules and regulations.

I/we, the undersigned, understand that there is no guarantee of my presence at the Village of Monroe Farmers' Market or the approval of my complete product list.

I/we, the undersigned, agree to operate my booth in accordance with the rules as outlined in the Market Rules and Regulations and to pay all applicable fees and donations as set forth in such rules and regulations. I do understand that the tent fees, length of season and hours of operation are determined by the Village of Monroe Farmers' Market management, and even if I do not agree with them, I will abide by them.

I/we, the undersigned, understand that the failure to comply with any of the above may result in dismissal and/or removal, from the market, cancellation of the Vendor Application/Agreement, with no refund of market fees.

I/we, the undersigned, certify that I am the responsible person and he/she is authorized to execute this document on behalf of the above farm or business and accept legal process on behalf of the same.

I/we, the undersigned, also agree to SAVE, HOLD HARMLESS AND INDEMNIFY the Village of Monroe, the Village of Monroe Farmers' Market, all building owners and tenants, sponsors and their members/agents/employees, visitors to the market and patrons from and against all liability, damage, expense, cause of action, suits, claims, penalties and/or judgments arising from injury to any person or property caused, in whole or in part, by any product or service purchased from or provided by me, or as a result of any negligent action on my part arising out of or in connection with the Village of Monroe Farmers' Market.

Authorized Signature

Print Name

Date

FARM PRODUCER PRODUCT LIST

Name: _____
(First, Last, Middle)

Address: _____
(Street) (City) (State) (Zip)

Farm Name: _____

Farm Address: _____
(Street) (City) (State) (Zip)

Phone: _____
(Work) (Cell) (Fax)

Product Space: _____
(Square Footage)

I am a bona fide processor of specialty food products and plan to make the products listed below in my own facility or one leased by me. I agree to abide by the Market Rules and Regulations and understand that violation of the rules may result in suspension and/or loss of my privilege to sell at this market.

I understand that a market representative may verify the information provided by visiting my facility and/or requesting other evidence of my bona fide food processor status. I agree to inform the market of any changes in production or marketing that affect the accuracy of the information provided.

Authorized Signature

Print Name

Date

PRODUCT LIST

(Please be as detailed as possible.)

VENDORS MUST SUBMIT PROOF OF 2021 CERTIFICATION FROM HEALTH DEPARTMENT
PRODUCT LIST (cont'd)

I am selling:

- Vegetables from my farm
- Vegetables from a NY State or neighboring state farm
- Fruits from my farm
- Fruits from a NY state farm or neighboring state farm.
- Plants from my farm/garden center/nursery
Growers License No.: _____ Sales Tax No.: _____
- Fresh or dried cut flowers from farm/garden center/nursery
Growers License No.: _____ Sales Tax No.: _____

I am selling:

- Wine from my vineyard
Farm Winery Permit No.: _____ Sales Tax No.: _____
- Cider/Fruit Juice/Pasteurized from my orchard/farm
20C License No.: _____
- Beer from my brewery
Farm Brewery Permit No.: _____ Sales Tax No.: _____

I am selling:

- Honey/Maple products from my farm
20C License No.: _____ (if not single ingredient)
- Honey/Maple products from a NY state farm (30% limit)
20C License No.: _____ (if not single ingredient)

I am selling:

- USDA inspected meat from my farm
Facility where Processed: _____
- Poultry from my farm that is processed on my farm
- Poultry/Rabbits from my farm that are processed in a 5A facility

Authorized Signature

Print Name

Date

VILLAGE OF MONROE FARMERS' MARKET

Market Rules and Regulations Summary Sheet

In an effort to promote the Farmers' Market as a whole to the community of the Village of Monroe and surrounding communities, all members of the Village of Monroe Farmers' Market will behave toward Market customers, members, staff and volunteers in a professional manner which fosters a sense of Market community, camaraderie and a spirit of cooperative involvement.

PLEASE SIGN WHERE INDICATED ON PAGE 6 OF THIS SUMMARY SHEET AND RETURN THE SAME WITH YOUR APPLICATION MATERIALS.

PLEASE KEEP A COPY FOR YOUR RECORDS.

1. **Annual Stall Assignments for Vendors:** The Market Manager will make all stall assignments. Your space is assigned to you for the season and it is non-transferable. Space fee prepayment is available as indicated on the Registration Form. Space fee prepayment will guarantee you the same stall location weekly, but vendors must adhere to the Punctuality Policy below (see Item No. 8). The stall fee is non-refundable and the vendor forfeits the fee if not at the Market for any reason (other than acts of God or war).
2. **Guest Stall Assignments:** Guest vendors who have not appeared at our Market before will, from time to time, at the discretion of the Market Manager, be allowed to test our Market with their product no more than two times during a given season. The Guest Fee is \$25.00 per appearance.
3. **Applications.** Applications will be reviewed, and vendors will be selected, by Market Management. You will be notified of your acceptance by May 15, 2021. If you are not accepted at the Market, your Registration Fee will be refunded.
4. **Weather.** The Market is held rain or shine.
5. **Certificate of Insurance.** The Certificate of Insurance must include the Village of Monroe and the Village of Monroe Farmers' Market as additional insured parties.
6. **Payment.** Checks are to be made payable to the Village of Monroe (memo: Farmers' Market). Cash will not be accepted. Vendors whom are behind in payments will not be allowed to set up for sale until payment in full is received. There are **no refunds for "no shows"**. You will be allowed one absence per season.

7. **Opening:** The Market opens at 9:00 a.m. All vendors must be set up and ready to do business by 8:45am. Set up begins at 7:30 a.m. for your convenience.
8. **Punctuality Policy:** If you arrive at 8:15 a.m. to set up, you will be considered late. If you are not onsite setting up by 8:00 a.m., the Market Manager will charge you a **\$15.00 late fee** and your booth placement will be in jeopardy for that week and the following week. The Market Manager reserves the right to move your booth if you are late.
9. Dismantle and Departure: The Market closes at 2:00 p.m. Vendors are required to stay until the Market closes, unless they receive permission to depart early by the Market Manager. Early departures **must be** coordinated with the Market Manager.
 - a. Stall assignments must be swept clean and any refuse removed at the end of each market.
 - b. Failure to clean your area will result in a **\$15.00 fine**.
10. **Abandonment Policy:** Vendor must contact the market manager twenty-four hours prior to market if the vendor does not plan to attend the market for a specific week. If the market manager doesn't hear from the vendor for three consecutive weeks the Village of Monroe Farmers Market will drop the vendor from the market as a detriment to the market life.
11. **Products for Sale.** Please sell products that you have grown and/or made, and which have been cleared with us prior to the start of the season. Food producers must complete and return the Food Producer Product List. If you plan to add additional items, you must request so in writing (this also applies to samples). If you sell something that originates from another farm/location, such items must be approved by Market Management and labeled.
12. **Crop Plan and Farm Profile.** All vendors are required to provide their Crop Plan stating what is grown by them, acreage or row. This information is required by the New York State Farmers' Market Federation. The WIC Farm Market Coupon Program (FMCP) also requires this information for our Market to participate.
13. **Pre-packed Items.** All pre-packaged items must be labeled. Such label must include the name and address of the seller, as well as the weight and list of ingredients.
14. **Smoking.** Smoking is not permitted at, in or near your booth or any other vendor's booth.
15. **Samples.** The Orange County Department of Health Permit must be secured prior to sampling. The Health Department will enforce their standards. Please replenish ice throughout the day. Do not ask the Market Manager to make an ice run for you. You must anticipate your needs and bring enough ice for the day. If you display or offer samples from your booth, they must be kept cool. **Keep all knives safely out of sight and out of reach of customers and children.**
16. **Packaging.** The Farmers' Market asks that you use paper and cardboard packing if at all possible. Please use as few plastic bags as possible.

17. **Laws**. All vendors must comply with all applicable laws.
18. **WIC Program**. All W.I.C. coupons can only be used to purchase fruits, vegetables and honey.
19. **Market Manager**. The Market Manager will be onsite from 7:00 a.m. until 2:30 p.m. The Market Manager will coordinate all of the activities of the weekly functioning of the Market and implement market policies including oversight of setup and cleanup, daily assignments, collection of fees, vendor compliance with Farmers' Market policies, etc. The Market Manager has complete authority to interpret and implement market policy on site. The Market Manager is not an employee for vendors and should not be used to help manage your individual booth. The Market manager will do the best that he/she can to accommodate your needs and help to make this a successful market for you.
20. **Alteration of Rules**. From time to time, the Market Rules and Regulations may be amended as necessary.
21. **Health Practices**. All vendors must adhere to sanitary procedures as outlined by the Orange County Health Department. Any vendor found selling contaminated foodstuffs or produce, or selling in the Market without proper health precautions, shall be suspended from participating in the Farmers' Market until satisfactory clearance has been obtained from the Orange County Health Department and the Market Manager. All vendors must dress appropriately (shoes and shirts are required). **No dogs are allowed in vendor stalls.**
22. **Display of Merchandise**. Please plan to provide your own canopies, temporary tables and chairs, side coverings for hot sun or rain, signage, menus, business cards, etc. for display of merchandise. Please bring a drip oil pan, or protection of some sort, each week if you are a vendor whose vehicle is onsite, or if you serve food or cook in any manner. No oil of any type is to get on the grounds. Any clean up costs incurred by the Market will be billed to the vendor.

OTHER REQUIREMENTS

- Vendors must grow or produce at least 80% of what they sell at the Market.
- Vendors may bring 20% of outside products to supplement what is not grown by the farmer.
- Items purchased for the Market must be from neighboring farms and **not** from wholesale markets. The name of the farm where the item was purchased must appear on the Crop Plan.
- Farmers must display a sign at their booth stating the name and location of their farm and items purchased from other farms. This will inform the customers of what you grow and what you have purchased.
- Vendors are required to have their scales certified by the NYS Department of Weights and Measurements.
- All pre-packed goods must be labeled. The label must include the name and address of the seller, weight and a full list of ingredients.
- All prices must be in full view of consumer. Items may be sold by pound, box or single item, but these distinctions must appear on your price labels.
- You are required to provide accurate information about your crops and the pesticides that you use.
- Food handlers must be personally clean and follow sanitary practices in handling food. Food and ingredients must be free of adulterants. Any food which requires refrigeration must be stored at temperatures according the Health Department, Department of Agriculture and Market Rules and Regulations. All utensils, containers and equipment shall be clean and in good condition. Health Certificates are required and must be displayed for food services.

- Pets are not permitted in areas where food is handled. Violation of this rule could lead to revoked vendor application and permit to sell.

FRUITS AND VEGETABLES

1. Produce offered for sale must be grown, harvested and cared post-harvest by the vendor so as to assure the customers of fresh produce.
2. Overripe fruit which is useful for processing (e.g. sauces tomatoes) must be labeled as such. The Market Manager may require the vendor to remove any low quality items.
3. Bulk displays of unpackaged fresh fruit and vegetables are not subject to grading, packaging and labeling requirements.
4. Closed packages of fresh produce (including honey, cider and maple syrup) require:
 - Name of the product
 - Name and address of producer
 - Declaration of quantity
 - Declaration of quality is required for the following products when packaged:
 - i. Apples (variety, grade, “NY” or “New York” label)
 - ii. Apple Cider (regardless of pasteurization)
 - iii. Grapes (grade marked unclassified)
 - iv. Lettuce (cull lettuce must be designated as such)
 - v. Maple Syrup (grade)
 - vi. Onions (grade if advertising price)
 - vii. Potatoes (grade)

DRINKS

1. Fruit juice, cider, milk and homemade herbal teas (herbs grown by the farmer) may be sold by the cup.
2. No soda may be sold at the Market.
3. No commercial teas and coffees may be sold, except by approval of the Market Manager.

CIDERS AND FRUIT JUICES

1. Ciders and fruit juices may be sold only by growers of the fruit.
2. The fruit may be pressed off-farm (in that event, you must provide the name and address of the mill).
3. At least 60% of the fruit in your juice must come from the fruit of your farm (up to 40% may come from another farm within the market region).
4. No concentrate juices or ciders are allowed.
5. Apple cider manufacturers are required to hold a Food Establishment Article 20C License.

DRIED FRUIT

Dried fruit shall be only fruit grown and dried by you.

WINE AND BEER

1. Wine and beer may be sold by the bottle or case by the producing vineyard/brewery.
2. The vineyard/brewery must have the requisite permit/license to sell at farmers’ markets.
3. To offer samples, the vineyard/brewery must have a permit/license to offer samples and this permit/license must be attached to your registration form.

HONEY AND BEE PRODUCTS

1. Beeswax candles, propolis and royal jelly extracted and bottled by you from your own hives within the applicable 60-mile region may be sold at the Market.
2. Bee pollen and added fruit in honey spread products must be harvested in this region.

JAMS, JELLIES AND PRESERVES

1. These items must be prepared by you from fresh produce and 90% of the fruits or vegetables must be from the region.
2. Fruits or vegetables not from this area may be purchased fresh only and many constitute up to 10% of your display.

GRAIN PRODUCTS

1. Grain products include pancake mix, granola, pasta and other grain products from grain grown by you.
2. Grain products may be processed off farm, provided that only your grain is used to manufacture these products.

BAKED GOODS

1. Baked goods must be freshly baked and prepared from scratch.
2. No commercially prepared dough mixes, crusts and shells for filling are allowed.
3. Fruits and vegetables used in baked goods must come from regional farmers when available. No commercially canned or frozen fruits/vegetables may be used.
4. Produce not grown in this area may be purchased fresh or dried, but may not exceed 10% of your display.
5. Baked goods such as cookies, breads and “dry” cakes may be sold at the Market if they are protected by a covering or closed packaging.
6. All baked goods must be either individually prepackaged or otherwise protected by a transparent tray cover.
7. Items sold in closed packages must include
 - The identity of the food in package form.
 - The name of the manufacturer, packer or distributor.
 - The place of business.
 - The ingredients declaration in descending order of predominance by weight on a single panel of the label.
 - The net weight or quantity of the contents.
8. Cream, custard, pumpkin, meat or other single-crust pies or cream or cream cheese filled baked goods may not be sold at the Market unless prepared in an approved, inspected baking facility, packaged or covered and properly refrigerated.
9. Refrigeration must be provided for perishables and all NYS Health Department standards must be met.

PROCESSED FOODS

1. Home-processed foods shall mean any food processed in a private home or residence using only the ordinary kitchen facilities of that home, but shall exclude potentially hazardous foods. Commercial equipment is not considered ordinary kitchen facilities.
2. Processors of home-processed foods may be exempt from the licensing requirement of Article 20C, provided that the following conditions are met:
 - All finished product containers are clean, sanitary and properly labeled.
 - All home-processed foods produced under this exemption are neither adulterated nor misbranded.
 - Glass containers for jams, jellies, marmalades and similar products are provided with suitable rigid metal covers.

In order to protect public health and to minimize potential food product alteration, this exemption is restricted to bakery products (i.e. breads, rolls, cookies, brownies, fudge, etc.) for wholesale or retail agricultural venues (farms, farm stands, farmers’ markets etc.), traditional fruit jams/jellies/marmalades, candy (excluding chocolate), spices/herbs and snack items such as popcorn, caramel corn and peanut brittle.

Home processors whose residences contain separate segregated facilities for food processing, while not qualifying for a home-processed exemption, must hold licensing under Article 20C. Such exemptions will be subject to enforcement and inspection by the NYS Department of Agriculture and Markets.

PLANTS AND NURSERY PRODUCTS

1. These products include annuals, perennials, shrubs, trees, vegetable/fruit/flower plants and other nursery stock.
2. Plants sold must be well-established, with good root systems and disease/insect free.
3. Registration with the NYS Department of Agriculture and Markets, Division of Plant Industry, is required. Houseplants and cut flowers are excluded from this registration.
4. Unless specified, items must be grown, foraged and/or produced by you on your farm or in your own facility located in the region.
5. The following non-edible items grown by you may be sold:
 - Field grown/greenhouse/cold-frame plants and flowers.
 - Bedding and potted plants and flowers started by you from seed, cell pack, bulbs, cuttings, plugs or received dormant (i.e. azaleas, hydrangeas, roses).
 - Large foliage plants from air layered cuttings, rooted in your facilities.
 - Christmas trees.
 - Wreaths, roping, arrangements and displays of fresh or dried flowers or greens.
 - Vines and gourds.
 - Wild and foraged plant materials not protected by law.
 - Wood products from your woodlot, including firewood, mulch chips, rough-cut wood, vine and woven gift baskets and furniture.

GIFT BASKETS

Gift baskets may be sold, with a majority of the items coming from your farm. All other items should be obtained from other vendors or members of the Farmers' Market.

OTHER ITEMS

Products not specifically listed in these rules and regulations are not permitted, unless pre-approved by the Board of Directors. Products which substantially depart from practices or products currently permitted may be reviewed by the Board of Directors for approval.

DECEPTIVE ADVERTISING IS NOT PERMITTED! DECEPTIVE PACKAGING IS ILLEGAL!

For further information on grading, packaging or labeling, contact:

Division of Milk Control and Dairy Industry Services: (518) 457-1772

Division of Food Safety and Inspection: (518) 457-4492

To contact inspectors:

Division of Food Safety and Inspection: (518) 457-4492

Division of Plant Industry: (518) 457-2087

Bureau of Weights and Measures: (845) 457-3146

Health Department: (845) 291-2332

I have read and agree to comply with the Market Rules and Regulations for the Village of Monroe Farmers' Market on pages 1-13 of this document.

Authorized Signature

Business Name

Date

Print Name