



P.O. Box 1434, Pine Bush, NY 12566  
(845) 978-0273

## 2010 Rules and Regulations

The Pine Bush Farmers Market will operate at the municipal parking lot behind the Crawford Cultural Center, Main and New Streets, Pine Bush, on Saturdays from 9:00 a.m. to 1:30 p.m., May 22 through October 16, 2010.

(Last revised 1/18/09)

*The Pine Bush Farmers' Market is sponsored by the Town of Crawford.*

### Market Mission

The objective of the Pine Bush Farmers' Market is to support the development of a local agricultural economy, which will foster stewardship of our land and economic development in our communities by:

- Providing a forum for building a sense of community among farmers, agriculturists, and consumers
- Educating consumers about local farming and seasonal eating
- Providing a place for family farms to sell their goods directly to consumers
- Incubating new farms, farm-related businesses, and enabling farmers to transition from part-time to full-time farming
- Assisting new entrepreneurs who sell food and farm-related products that make use of locally-grown ingredients gain entry into the local market
- Strengthening businesses in Pine Bush.
- Bringing people together from throughout the tri-county area.

### The Eight Cardinal Rules of the Pine Bush Farmers Market

- Always remember the mission of the Market.
- Integrity, continuity and reliability are critical. All producers/vendors are expected to participate in the market on a regular basis throughout the season.
- Preference will always be given to producers who grow, or otherwise produce their products from scratch.
- Value added products must, to the greatest extent possible, be produced with raw materials; proof of origin of those materials must be available. Products produced with raw materials will always be given preference over products from kits or purchased product mixes.
- **No surprises.** The Market Manager's approval is required prior to any producer/vendor adding or otherwise deviating from his/her normal operation or approved product line.
- Vendors must stay for the duration of each Market day and throughout the entire market season.
- Provide enough volume to sell for each Market day.
- When in doubt, talk to the Market Manager. She's here to help and work with you. If you have any questions or concerns, let her know.
- **Most Importantly: WORK TOGETHER**

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## 2010 Pine Bush Farmers Market Specifics

### I. ELIGIBILITY

The Pine Bush Farmers Market is a Producer-Only Market. All persons who actually produce products for sale such as fruits, vegetables, plants, herbs, flowers, meat, eggs, wine, baked goods, jellies, jams, honey, syrup and/or other products are eligible to sell at the Pine Bush Farmers Market.

For the 2010 Market season, allowances will be made for re-sale (*see details below*) by approved vendors to assure a breadth and diversity of products for the Market.

### II. GENERAL RULES

**A. Applications.** Applications to the PBFM are submitted by Producers: All products sold must be grown or otherwise produced by the applicant. "Applicant" shall be defined as the producer of goods sold.

**B. Farmers' Market Nutrition Program.** The Pine Bush Farmers Market participates in Farmers' Market Nutrition Program (FMNP) for WIC and Senior Citizens nutrition programs. All rules applicable to FMNP must be adhered to by participating producers.

**C. 2010 allowances for re-sale.** The Market Manager must approve all items purchased for re-sale on a case-by-case basis. All re-sale items must be produced by a local/regional farmer/processor. Under no circumstances will the re-sale of goods from wholesalers be permitted. Proof of origin of re-sale goods is required, and must be posted at the market. A temporary allowance for re-sale may be granted for a product until a local producer's own product is ready for sale. The temporary allowance may be revoked with a week's notice.

**D. Site visits of farms and production facilities.** All producers shall allow the Market to inspect their production facilities at any time, with or without notice, to ascertain that products sold are being grown or otherwise produced on-site so as to maintain the integrity of a producer-only market.

**E. Organic.** Producers who wish to claim organic must provide proof of certification in compliance with the US Department of Agriculture, and display such certification for the public to review. Proof of organic certification must be provided for each organic item permitted to be sold as re-sale (*see re-sale allowances above*). Producers who are not certified organic may wish to commit to and display the "Farmer's Pledge" (*see www.nofany.org*).

**F. Health regulations.** All producers and vendors participating in the Pine Bush Farmers Market must comply with all sanitary rules and regulations required for their products by local, state and federal health departments.

**Orange County Health Department:** Phone: (845) 291-2332

Website: <http://www.co.orange.ny.us/>

**NYS Agriculture and Markets:** Phone: (800) 554-4501

Website: <http://www.agmkt.state.ny.us/>

**G. Rent.** Producers are responsible for submitting payment of the market space fee to the Market Manager either in advance for the entire season (payment due May 15, 2010) or on a monthly basis per the payment schedule below. Payment is due whether the vendor attends the market or not. The 2010 space fee schedule is:

- \$440 if the entire season is paid in advance by May 15th.
- \$25/week/space if paid on a monthly basis as follows:
  - May: \$100, payment due May 22nd
  - June: \$100, payment due June 12th
  - July: \$100, payment due July 10th
  - August: \$100, payment due August 7th.
  - September: \$100, payment due September 4th
  - October: \$50, payment due October 2nd

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**H. Guest vendors.** Vendors may be invited to the market to participate as guests for special events or some other limited purpose. Guest Vendors will pay a daily space fee of \$30.00 at the discretion of the Market Manager (*see Non-Profit booths, below*). Guest Vendors not selling a product but providing a service to the market (*leading children's activities, demonstrations, etc.*) to promote their business may be charged a \$10.00 fee.

**I. Hold-harmless clause and insurance.** All authorized producers participating in the Pine Bush Farmers Market shall be individually and severally responsible to the Pine Bush Farmers Market, Market Steering Committee, and the Town of Crawford for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the producer's negligence or that of its servants, agents, and employees. Producers hereby agree to indemnify and hold the Pine Bush Farmers Market, the Market Steering Committee and the Town of Crawford harmless from any loss, costs, damages, and other expenses, including attorney's fees, suffered or incurred by the Market or the Town of Crawford by reason of the producer's negligence or that of its servants, agents and employees. Each producer must carry his/her own product liability insurance and must submit it prior to participating in the Market. Furthermore, each vehicle must carry vehicle liability insurance to cover any incidents related to damage caused to persons or property by said vehicle. Proof of product liability insurance should accompany your application to sell at the Market. Visit <http://www.nyfarmersmarket.com/homepage.html> for information on the Farmers Market Federation of New York insurance program.

**J. Space assignment.** A space is defined as measuring 11' by 11'. The designation and allocation of vending spaces shall be the responsibility of the Market Manager.

**K. Set-up time.** The setting up of the Market may begin at 7:00 a.m. on Saturday mornings and no earlier. Vendors must be set up in their assigned space no later than 8:30 a.m., with vehicles cleared from central market space. Vendors arriving after this time may be excluded from participating in the market for that day. Vendors are required to remain at the market for the duration of the market day. Vendors may not breakdown or remove their booths prior to the end of the market day, regardless of availability of product.

**L. Cleanup.** Vendors are responsible for setting up their displays and keeping their space(s) clean. All vendors shall clean up their areas at the end of each Market day.

**M. Pricing, weights, and measures.** Each vendor will operate as an individual entity and, as such, each vendor is responsible for setting his/her own prices; however, intentional undercutting and predatory pricing are not allowed. Weights and measures must be in accordance with all applicable local, state, and federal rules and regulations. Vendors selling by weight must have Bureau of Weights and Measures approved scales vendors selling by volume should use standard size containers such as pint, quart, peck, bushel, etc.

**N. Signage.** All vendors must prominently display their farm or business name at their booth for the duration of the Market.

- Vendors may also be required to display other licenses or permits by state or local regulatory agencies.
- If a vendor sells out of product, the farm or business name sign must remain at the booth.
- If organic is claimed for the farm or any individual re-sale item, organic certification in compliance with federal law is required.
- Other claims of method of production and product quality must be verifiable.
- Prices for all items must be clearly and visibly displayed.
- All signage is subject to approval of the Market Manager.

**O. Sales tax.** Each vendor will operate as an individual business entity and as such, each vendor is responsible for collecting his/her own sales taxes, where applicable, in accordance with local, state and other applicable regulation.

## **II. NON-PROFIT ORGANIZATIONS**

Non-profit organizations with missions related to farming, gardening, conservation, education, youth and/or nutrition are invited to participate in the Market. Organizations that offer items or services for sale (*other than memberships*) may be asked to pay the occasional day-rate of \$10/day on a per space basis.

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### III. VIOLATIONS

#### Responsibilities of the Market Manager

- A. **Complaints.** Resolve complaints against vendors regarding the origination of produce, goods, or any other matter.
- B. **Vendor/Customer Conflicts.** Resolve any conflict that may arise between a vendor and a customer.
- C. **Sole Discretion.** Issue a written warning to a vendor that has violated any provision of the rules and regulations.

#### Responsibilities of the Market Steering Committee

- A. **Resolve Conflicts.** In the event that the Market Manager is (1) unable to resolve or (2) directly involved in the complaints, conflicts or violations of rules and regulations, resolution is the responsibility of the Market Steering Committee.

### IV. OTHER STEERING COMMITTEE RESPONSIBILITIES

- A. **Accept and cancel producer applications.** The Market Steering Committee will review vendor applications and accept or deny admission to the Pine Bush Farmers Market. The Market Steering Committee reserves the right to cancel the approval of any producer's application at any time if and when the Market Steering Committee finds the said vendor in violation of any of the guidelines and eligibility requirements.
- B. **Oversee and assist the Market Manager**
- C. **Modifications.** The market Steering Committee reserves the right to revise the Pine Bush Farmers Market Rules and Regulations at any time as deemed appropriate.