



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

## 2012 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 19 through October 20, 2012.

(Last revised 1/21/12)

*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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## 2012 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 2012 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 to be submitted by each Producer or organization. All products sold should be grown or otherwise produced by the applicant. "Applicant" shall be defined as the producer of goods sold or non-profit group. A \$25 application fee is required with each application submitted for review. This fee is refundable at the end of the Market season if the Producer is present on all scheduled dates or if the application is not approved. Acceptance of first time applicants is probationary.

**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. 2012 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 should 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.

Producers are allowed, subject to approval, to sell promotional items, bearing their logo or name, such as tee shirts, hats, etc. Any other retail item must relate to their product and should be produced in the Hudson Valley or New York State and are subject to prior approval and are limited to one such item.

**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. Fees.** 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 12, 2012) or on a 4-week basis per the payment schedule below. Payment is due whether the vendor attends the market or not. The 2012 space fee schedule is:

**Full time Producers**

- \$440 if the entire season is paid in advance by May 12th (a savings of \$110) *or*

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■ \$25/week/space if paid on a monthly basis as follows:

- Opening day: \$25, payment due May 19th
- Period 1: \$75, payment due May 26th
- Period 2: \$100, payment due June 16th
- Period 3: \$100, payment due July 14th
- Period 4: \$100, payment due August 11th
- Period 5: \$100, payment due September 8th
- Period 6: \$75, payment due October 6th

**Part time Producers**

■ \$60/month/space

- A Producer is considered part time if they are committed to attending the Market twice each month of the season. The Market has two part-time schedules based on alternating Saturdays. Schedule 1 commences the first Saturday of the Market season then alternates Saturdays until the close of the season. Schedule 2 commences the second Saturday of the season and alternates Saturdays through closing. The dates of attendance are subject to Manager's approval to maintain balance of the Market.

**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. Producers must be set up in their assigned space no later than 8:30 a.m., with vehicles cleared from central market space. Producers arriving after this time may be excluded from participating in the market for that day. Producers are required to remain at the market for the duration of the market day. Producers may not breakdown or remove their booths prior to the end of the market day, regardless of availability of product.

**L. Cleanup.** Producers are responsible for setting up their displays and keeping their space(s) clean. Each producer is responsible for providing refuse receptacles for their and their customers' convenience, trash removal and shall clean up their areas at the end of each Market day.

**M. Pricing, weights, and measures.** Each Producer will operate as an individual entity and, as such, each 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. Producers selling by weight must have Bureau of Weights and Measures approved scales. Producers selling by volume should use standard size containers such as pint, quart, peck, bushel, etc.

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

- Producers may also be required to display other licenses or permits by state or local regulatory agencies.
- If a Producer 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 producer 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.

**P. Employees.** Each producer is responsible for the conduct and actions of employees, family and guests while working or visiting at the Market.

**Q. Smoking.** PBFM maintains a no smoking policy for its producers. As a courtesy to fellow producers and the public, producers should refrain from smoking at their booth and within in the Market. Please step outside the Market, either onto the sidewalk, the grassy areas or the back of the parking lot.

**R. Attendance.** Each producer is expected to attend, as scheduled, each Market day during the season. Arrangements for stand-in booth coverage must be made if the producer can not be present and provide Market Manager with 24 hours advance notice.

**S. Art/Craft Producers.** Artists are invited to request dates on a first-come, first-served basis, once each month for the 2012 season for a flat rate of \$10 per market. PBFM's commitment to high-quality, locally produced items also applies to artists. All art/crafts must be made by the applying artist. Visual arts are considered to be painting, printmaking, graphics, sculpture, photography, etc. Crafts are considered to be but not limited to textiles, pottery, soap/body care, wood craft, jewelry, glass, etc. Items made from kits and resale items are not eligible. Acceptable arts/crafts are determined by Market Manager. Artists/Crafters are expected to be set up by 8:45 am and to remain until the end of the Market day. More than one artist may be present on Market days.

## **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 approved 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.

## **III. VIOLATIONS**

### **Responsibilities of the Market Manager**

- A. Complaints.** Resolve complaints against Producers regarding the origination of produce, goods, or any other matter.
- B. Producer/Customer Conflicts.** Resolve any conflict that may arise between a Producer and a customer.
- C. Sole Discretion.** Issue a written warning to a Producer 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. All producer grievances shall be submitted in writing to the Business Manager. Decisions made by the Committee shall be in writing and shall be final. Producers agree to waive rights to all other means of legal recourse and public demonstration. Producers who are not satisfied with the decisions made by the PBFM may terminate their participation as their only means of recourse following a decision which does not satisfy the producer.

## **IV. OTHER STEERING COMMITTEE RESPONSIBILITIES**

- A. Accept and terminate producer applications.** The Market Steering Committee will review vendor applications and accept/deny admission to the Pine Bush Farmers Market. The Market Steering Committee reserves the right to terminate any

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producer for violation of these Rules and Regulations or without cause at any time the Market Steering Committee finds the producer in violation of any of the guidelines and eligibility requirements. Producers who are terminated waive all rights and remedies not otherwise specifically available within these Rules and Regulations.

**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.