



Old Town Bloomingdale Farmers' Market Rules and Regulations for 2016

1. **Market Location:** Old Town Bloomingdale, Parking lot on northwest corner of Schick Rd. and 3rd St.
2. **Days & Hours:** 3:00 – 7:00 p.m., Thursdays June 16 – October 27, 2016.
3. **Vendor Spaces & Amenities:**
 - a. Space: Each space is equivalent to 2 parking stalls. Each vendor is responsible for providing and installing their tent for coverage, which must be weighted down with 40 lbs. weights for safety reasons.
 - b. ~~Electricity will be available (at additional cost) and be allocated based on the order in which applications and payment are received.~~
 - c. Water is available at no cost for a sanitation use, not for consumption.
 - d. Parking: Non-produce vendors must park in the designated parking lot. Parking for produce vendors adjacent to (or behind) their vendor space is permitted, subject to availability.
 - e. Restrooms will be available for vendor use nearby.
4. **Set-Up & Take Down**
 - a. Vendors must provide their own displays, table(s), tent and sign that identify their business. All displays and signs must be kept in the vendor's designated area.
 - b. No set-up prior to 1:30 p.m. and no arrival after 2:30 (this is a safety requirement), and no selling prior to market opening. Vendor must be ready to sell by 3:00 PM.
 - c. Vendors are responsible for cleaning up their own debris following the market.
5. **Products Suitable For Sale**
 - a. **Produce (fruits/vegetables/herbs/eggs/honey)** sold at the Market must be grown/raised within 400 miles of Bloomingdale, IL. Produce

vendors must provide a copy of their current property tax bill or a copy of their lease for land where their produce is grown/raised. Each produce vendor must display a sign that identifies where the produce was grown and includes the name of the farm, the town and state.

- b. **Non-produce Consumable products** suitable for sale include: baked goods, specialty meats and cheese that are handcrafted with no pre-mixes or pre-made ingredients by the vendor. It is preferred, but not mandatory, that some of the items for sale be made with organic ingredients.
- c. **Non-consumable products and services** suitable for sale include: potted plants, cut flowers, knife sharpening, and other unique products/services, based on space availability.
- d. **Organic:** In an effort to increase the amount of organic and sustainable items available at the market, we ask that vendor using farming methods that are considered either certified organic or sustainable provide proof and market items as such.
- e. **Co-ops:** Growers and food producers may request to sell items grown or made by other growers and food producers. Requests to co-op must be made in writing at least one (1) week prior to bringing to market. Selling of co-op products is not allowed if another grower/food maker is already selling sufficient quantity and quality of product at the market. Each co-op grower/producer must complete an application and will be subject to the same rules as any other vendor. **Purchasing from a wholesaler is NOT ALLOWED and any vendor found doing so will be penalized with a citation and may be suspended from the market.** A repeated violation may result in withdrawal from the market.
- f. Vendors are encouraged to provide products in the most environmentally responsible packaging possible.

6. **Health & Other Legal Requirements**

- a. Vendors are responsible for complying with the laws of the State of Illinois, DuPage County and the Village of Bloomingdale, specifically in respect to taxes, health requirements, permits and insurance. If a vendor attempts to sell goods not approved by the DuPage County Department of Health, those goods will be barred from the market.
7. Vendors that offer food or beverages to the public at an open-air market are required to obtain a "Temporary Food Service Market Vendor Permit" from the DuPage County Health Department.

8. **Vendor Expectations & Behavior**

- a. Vendors are encouraged to contact the Market Manager, Barb Weber 630-671-5613 prior to market day if they are unable to attend.

Repeated absences may lead to dismissal from the market.

- b. Vendors are requested to stay for the entire market day, unless weather becomes dangerous. Vendors may only leave after the market has closed at 7:00 pm, when a safe exit can be made.
- c. Smoking is prohibited on Market property.
- d. Producers may not bring pets to the Farmers Market.
- e. No crying out or “hawking” of products allowed.
- f. Vendors shall cooperatively cleanup all debris produced by their market operation.
- g. The Village plans to sell cloth bags at the event for the convenience of market customers, to discourage the use of plastic bags, and for the ongoing promotion of the market. We recommend that vendors also explore the use of compostable bags, such as BetterBag www.betterbag.com. While not required, it is encouraged.
- h. Producers are expected to fairly price and post the cost of their goods and/or services. Complaints by customers or other vendors will result in a review by the Market Manager.
- i. Vendors are responsible for ensuring that all sales people are aware of market rules.

7. Market Manager Authority

- a. The Market Manager establishes the vendor locations and must approve sharing of vendor space.
- b. The Market Manager is permitted to randomly inspect products offered for sale at any time.
- c. The Market Manager may also visit and inspect the growing fields/food production facilities of any vendor by appointment.
- d. On the day of the market, the Market Manager has the sole authority to enforce and interpret the Rules of the Market, to immediately settle any disputes regarding product legitimacy, procedural or vendor conduct violations and impose any penalties, including possible suspension or removal from the market.
- e. While it is our intention to be a rain or shine market, sometimes we may have to cancel the market for the safety of patrons and vendors alike. The Market Manager has the sole discretion to cancel the market for dangerous weather conditions (such as storms and high winds) or the threat of dangerous weather. All efforts will be made to cancel the market with enough notice to prevent unnecessary travel by any vendors; however the safety of the public and the vendors is our primary concern always.

8. Application

- a. All vendors must complete and return the Market Application, and return the application with a certificate of insurance via facsimile, email, or mail to:

Old Town Bloomingdale Farmers' Market
Attn: Barb Weber
201 S. Bloomingdale Road
Bloomingdale, IL 60108
weberb@vil.bloomington.il.us
630-893-5136 (fax)

- b. **Food Vendor Permit:** It is the responsibility of each Produce and Consumable Product Vendor to consult with the DuPage County Health department to determine if they require a "Temporary Food Service Market Vendor Permit", and (if required) to provide a copy of it to the Village a minimum of three days prior to their first market attendance. The Village will confirm with the Health Department prior to a food vendor's market attendance.
- c. **Insurance:** A current certificate of insurance must accompany the Market Application. The Certificate needs to be
- i. Certificate Holders: Village of Bloomingdale and LTT Enterprises, Inc.
 - ii. Listed as Additional Insureds: Village of Bloomingdale, LTT Enterprises, Inc., and all officials, agents, employees, and volunteers of said entities.
 - iii. General Liability: \$1,000,000 combined single limit per occurrence for product liability, bodily injury, personal injury and property damage, with a General Aggregate of \$2,000,000.
 - iv. Workers Compensation Statutory limits
 - v. Automobile Liability: If a business owned vehicle would be on-site, \$1,000,000 combined single limit.