



IT TAKES A COMMUNITY TO CREATE COMMUNITY. JOIN US.

The Ellsworth Park Farmers Market (“Market”)
A Project of Washington Park Association of Hudson County, Inc. (“WPA”)
Market Vendor Rules and Regulations Agreement

Types of Vendors:

1. Food Vendors

a. **Farm Vendor:** Include agricultural products grown within 250 miles of Union City, NJ. Farm vendors can sell both added-value (such as jelly or cheese) and/or fresh agricultural products, 80% of which are directly grown or produced on their own farm. Farm vendors may sell a portion of products from local NJ farms upon approval of the WPA Board (“the Board”). (All products/produce from other farms must be labeled).

b. **Prepared Food Vendors:** Sell foods including: baked goods, coffee, sauces, jellies, and dairy. WPA prioritizes vendors who source as much of their ingredients from local farms or producers within 250 miles of Union City. In compliance with NJ regulations such foods must be prepared in licensed, inspected commercial kitchens. See Chapter 24 of the NJ Health regulations.

c. **Concession food vendors:** Food trucks with City and State verified permits may sell food cooked at the Market. Vendors may also sell reheated food that has been prepared in a commercial kitchen. WPA prioritizes vendors who source as much of their ingredients from local farms or producers within 250 miles of Union City as much as possible.

2. **Specialty Vendors:** Merchandise, products or services that complement food offerings or further WPA’s goals, i.e. knife sharpening, organic beauty products or local pet food.

3. **Artisan and Craft Vendors:** Unique and high-quality handcrafted art and craft work.

4. In an effort to promote the local economy and decrease the carbon footprint of the Market, priority consideration is given to vendors from in and around the Hudson County area in reviewing all vendor applications.

5. In an effort to promote ethical farming practices and decrease the carbon footprint of the Market, priority consideration is given to vendors that source ingredients from farms within 250 miles of Union City that use both sustainable and ethical farming practices.

6. All decisions regarding which vendors will participate in the Ellsworth Park Market are subject to the final approval of the Board. In making such decisions, the Board may consider, without limitation, vendor diversity, the needs of the Ellsworth Park Farmers Market and community interest, amongst other factors.

Parking

1. There are a few approved parking spaces provided for Market vendors. If you would like to reserve one of these parking spaces please reserve the Market manager in advance. The spaces are limited. If you choose not to use one of these spaces, vendors are encouraged to timely arrive for the Market so that they can ensure parking in the immediate area of the Market.

Attendance

1. Vendors agree to be present for every Market of the Market season, which runs every

Thursday, 3:00 PM – 7:30 PM beginning the first weekend in June until the last weekend in August, however depending upon Market demand and conditions, the Board may choose to extend the Market through the end of September. Weather conditions are not a permissible basis upon which a vendor can skip a Market day, unless the vendor is notified by the Market manager or a Board member that the Market is closed due to weather or other indicated reasoning. However, if weather conditions raise particular concerns for certain products sold by a vendor, he/she should contact the Market manager one hour prior to the Market to inform the Market manager that they will be unable to attend.

2. If a vendor would like to participate on a bi-monthly or monthly schedule or only for specific months, the request must be submitted to the Board for approval.

3. If a vendor is unable to attend the Market due to extenuating circumstances, he should inform the Market manager no later than 24 hours before the Market.

4. If a vendor will be more than 15 minutes late, he should inform the Market manager as soon as practicable but no later than one hour before the Market begins via phone call, and not text message.

Fees

1. **A registration fee of \$50 is due by April 17 of each Market year. (Does not apply to non-food vendors.)**

2. **Food Vendor Fees:** (\$25), however any and all additional space used by a Food Vendor which is greater than the 10 X 10 space provided for that vendor's stand at the Market shall result in a \$10 charge for each additional 10 X 10 space used or a flat \$10 fee if less than an additional 10 X 10 space is added.

a. **Specialty Vendor Fees:** (\$25)

b. **Artisan and Craft Vendor Fees:** (\$25)

3. Though vendors may indicate on their application the "type" of vendor they wish the Board to designate them as, the Board will ultimately determine which fees apply to a vendor, based on, without limitation, its review of the entire application and discussions with the vendor.

Operating Rules for Market Vendors

1. **Offsite Produce Sales/Resale Limitations**

a. Vendor shall be defined as "the producer of goods sold and shall include the spouse, siblings, children, parents, and employees of the applicant who assist in the production of products sold at the Market." Note, however, that farmers may sell **limited** amounts of products on behalf of neighboring farms on a temporary basis, **with advance approval of and at the discretion of the Board.** Vendors should submit an amended application to the Board no later than one week before they intend to sell products from neighboring farms.

Customer Satisfaction

1. Customer satisfaction is the responsibility of the vendor. However, where appropriate, Board Members or the Market Manager may address customer complaints with vendors and seek to remedy problems or issues.

Local Sourcing Requirements

1. All products produced and grown within 250 miles of Union City should be labeled so as to indicate that they are locally sourced and grown.

2. The Board largely discourages vendors from selling products which come from outside of

this range. In no instance should more than 20% of a vendor's products come from a distance greater than 250 miles outside of the Market area. Any vendor seeking permission to sell products more than 20% of which are produced at a distance greater than 250 miles outside of the Market area must apply to the Board seeking permission to sell such products and provide a justification for selling such products.

Measurements

1. USDA Scales are preferred for measurements.

Permits

1. Vendors are responsible for any additional permits that they are required to have by the State of New Jersey. The Board will assist vendors who need assistance obtaining permits where time and resources allow for it.

Product Labels

1. Products labels should include vendor name, product name, ingredients and weight.
2. Vendors should note when products are "locally sourced," "locally grown" or "locally created" where appropriate. Local, as used in this section, shall mean within 250 miles of the Market area.

Insurance

1. A certificate of liability must be received prior to start of Market season and must be valid for the entirety of the Market season.
2. All authorized vendors participating in the Ellsworth Park Farmers Market shall be individually and severally responsible to WPA, the City of Union City and the County of Hudson. Vendors shall also be individually and severally responsible to the aforementioned organization's board, officers, and members for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' negligence or that of its representatives, servants, agents, and employees; and all vendors hereby agree to indemnify and save WPA, the City of Union City and the County of Hudson harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by WPA, the City of Union City and the County of Hudson by reason of the vendors' negligence or that of its servants, agents, and employees; provided that the vendors shall not be responsible nor required to indemnify WPA, the City of Union City and the County of Hudson for negligence of their representatives, servants, agents, and employees. Because no insurance is provided to participants in the Ellsworth Park Farmers Market, each vendor must carry his/her own product and/or general liability insurance as applicable and must be prepared to present it upon request. All vendors are required to have vehicle liability insurance for any vehicle used for business at the Market and must be prepared to present proof of insurance upon request.

Set Up/Clean Up

1. Space Assignment:

- a. The Market Manager shall assign spaces on or before any Market day. Vendor sales slots are assigned according to availability and retail considerations. Vendors may display produce on tables facing the public but not on the ground. Flame-retardant canopies and umbrellas are allowed, as long as they are securely anchored to the ground.

2. Set Up

- a. Vendors should arrive no later than 20 minutes before the Market begins or should inform the Market Manager of expected lateness. Chronic late attendance/absences (More than 3 latenesses/absences) by a vendor shall result in an infraction and will qualify as a direct

violation of the Rules of Regulations of the Ellsworth Park Farmers Market, thereby subjecting the vendor to sanctions, including, but not limited to, increased fees, suspension or removal from the Market. Providing the Market manager with notice of a lateness/absence shall excuse no more than 2 latenesses/absences.

3. Cleanup

- a. All vendors shall be responsible for the cleanliness of their selling areas.
- b. All vendors agree to keep the Market area free of debris generated by Market activity.
- c. Vendors shall use the public trash receptacles for disposal of Market-generate debris in their surrounding area.
- d. All vendors shall clean up their areas at the end of each Market.

Signs/Displays

1. Each vendor must display an identification sign each week. The sign should not exceed 4 feet by 8 feet.
2. If individual items are not priced, then displays must be clearly posted indicating the prices. No other displays will be allowed, unless permission is granted by the Board.

Beverages

1. Vendors may submit an application to sell beverages that are not commercially bottled to the Market Manager who will submit such applications to the Board. However, vendors will be permitted to sell water in an unaltered state without prior approval. Vendors must receive permission from the Board to sell any other beverages.

Vendor Meetings

1. Vendors are required to remain at the Market after hours on the last Thursday of each month of the Market season to attend a brief monthly vendor meeting.
2. Vendor meetings will give vendors an opportunity to address any issues or concerns with the Market Manager and also provide the Market Manager and the Board an opportunity to communicate any concerns to Market vendors.

Vendor Grievance Policy

1. Vendors are required to conduct themselves in accordance with the WPA Vendor Code of Conduct. Any egregious violation of the WPA Code of Conduct, as determined by the Board, may result in the termination of any vendor's attendance at the Ellsworth Park Farmers Market.
2. Vendors are encouraged to raise concerns or issues with the Market Manager or the Board via the formal vendor grievance policy.
3. All vendors are sent, via email, at the beginning of each Market season, a form for use in filing grievances with the Market Manager and the Board.
4. All formal grievances should be sent to the Market Manager and the WPA President via email.
5. Unless an emergency issue is raised, the Board will address the grievance within two weeks or at its next scheduled board meeting, whichever is sooner, and the vendor shall receive a decision on the grievance.
6. Should the vendor be unhappy with the decision issued by the Board, the vendor may request to appear, telephonically or otherwise, at the next the Board Meeting to express disagreement. The Board may thereafter amend its decision or leave its prior decision unaltered.