

2009 DOWNTOWN WESTMINSTER FARMERS' MARKET
APPLICATION/AGREEMENT GROWER'S CERTIFICATION

(Please Print)

Business Name (if applicable): _____

Business/Farm Address: _____

_____ (city)

_____ (state)

_____ (zip code)

Grower's Name: _____

County where products/crops grown or produced: _____

Grower's Mailing address (if different from above): _____

Daytime Phone: () _____ Evening Phone: () _____

Process:

1. Complete this Application/Grower's Certification/Contract & the Release and Indemnification Form.
2. Take this Application/Grower's Certification to the Carroll County Agricultural Extension Office, located at 700 Agricultural Lane in Westminster, MD. Have the Carroll County Agricultural Extension Office verify the Grower's Certification and attest to such by signing in the location provided on the reverse side of this form. (This is required for new farmers/producers to this market only).
3. On or before May 1, 2009 bring: (1) this form completed & signed by yourself and, if required, by the Extension Agent (*signature of Extension Agent required for new vendors only*); (2) the completed & signed Release and Indemnification Form; (3) your insurance certificate made out to the Downtown Westminster Farmers' Market (as noted in No. 27 of the Rules and Regulations); (4) a check in the amount of \$125.00 for the first 10' by 10' space and \$50 for each additional space of 10' by 10' payable to the City of Westminster; and (5) if you require electricity, enclose a separate check of \$50 made out to the City of Westminster notating it is for electricity: to Stan Ruchlewicz in the Office of Economic Development, located at 56 West Main Street, at the intersection of West Main and John Streets in Downtown Westminster. If mailing the application, send to:

Stan Ruchlewicz, Administrator
City of Westminster Office of Economic Development
56 West Main Street
Westminster, MD 21158

DESIRED SPACE REQUIREMENTS AT MARKET

I would like to reserve a space of ___ feet by ___ feet for my market stand, along with _____ parking spaces for my vehicle(s). Describe type of vehicles to be used: _____

GROWER’S CERTIFICATION OF PRODUCTS FOR SALE AT MARKET

List products to be sold at market:

- 1. _____ 6. _____
- 2. _____ 7. _____
- 3. _____ 8. _____
- 4. _____ 9. _____
- 5. _____ 10. _____

CONFIRMATION OF GROWER’S CERTIFICATION

I hereby certify that the above named person(s) is, to the best of my knowledge, growing/producing the crops/produce/goods described above and at the location listed on this form in accordance with the 2009 Rules and Regulations of the Downtown Westminster Farmers’ Market. (Signature of Extension Agent required for new vendors only.)

Signature: _____ Date: _____

Name (print): _____ Phone: () _____

AGREEMENT

I hereby acknowledge that I am the bona fide and actual grower/producer of the above-listed produce and/or goods that I intend to sell at the Downtown Westminster Farmers’ Market, and said produce and/or goods are grown or produced at the specified business location listed on this application. I also attest that I have read and understand the 2009 Downtown Westminster Farmers’ Market Rules and Regulations, revised and updated on 03/03/09, this Application/Contract and the Release and Indemnification Form and that I agree to abide by them. I acknowledge the admission to the Downtown Westminster Farmers’ Market and market space assignments are made at the discretion of the market management. I agree that failure to comply with the Rules and Regulations, or to attempt to conduct re-sale transactions at the Farmers’ Market, may result in my termination from the Downtown Westminster’s Farmer’s Market and forfeiture of my registration fee. I further acknowledge that the public and beneficial purposes of the Downtown Westminster Farmers’ Market include the effort to support regional farmers and producers. I also understand the Downtown Westminster Farmers’ Market does not have the resources to pursue costly litigation. Therefore, I agree that as a condition of my Downtown Westminster Farmers’ Market participation, I will attempt in good faith to resolve any disputes through the administrative process outlined in the above-mentioned Rules & Regulations before resorting to litigation. Furthermore, I will limit any claim I may have against the Downtown Westminster Farmers’ Market to market fees charged during my absence. If I am unsuccessful in my litigation, I also agree to pay all costs deriving from litigation, including the market’s attorney’s fees. I further agree that the market management does not warrant, expressly or by implication, that the participants will make a profit. I further acknowledge that any false statements I have made on this application will void this agreement and be grounds for dismissal from the market.

Signature: _____ Date: _____

**2009 DOWNTOWN WESTMINSTER FARMERS' MARKET
RELEASE AND INDEMNIFICATION FORM**

- 1. In consideration of the permission given to me by the City of Westminster and the Downtown Westminster Farmers Market Committee (The Committee) to participate in the 2009 Downtown Westminster Farmers' Market, I DO HEREBY EXPRESSLY WAIVE AND RELEASE all demands, damages, actions, causes of actions, suits and claims of any nature whatsoever, whether in law or equity, that I or my heirs, next of kin, executors, administrators, estate agents and assigns, and any other representatives which might otherwise have against the City of Westminster, Maryland, The Mayor and Common Council of Westminster, its officials, agents, employees, and the Committee and its members thereof and therefor on account of any death or injuries, both to my person and/or to my property, whether foreseeable or not, which may occur, directly or indirectly, or develop at any time in the future as a result of my activities, association or participation in the 2009 Downtown Westminster Farmers' Market.

- 2. I ALSO EXPRESSLY AGREE on behalf of myself and my heirs, next of kin, executors, administrators, estate agents and assigns, and any other representatives to indemnify and hold harmless, the City of Westminster, Maryland, The Mayor and Common Council of Westminster, its officials, agents, employees, and the Committee and its members thereof and therefor on account of any and all right, claim or cause of actions existing or which possibly could arise at any time in the future as a direct or indirect result of my activities, association or participation in the 2009 Downtown Westminster Farmers' Market.

- 3. I hereby declare that the terms of this RELEASE AND INDEMNIFICATION FORM have been fully read and understood by me, and freely and voluntarily entered into and accepted by me, and I hereby acknowledge receipt of a copy of this RELEASE AND INDEMNIFICATION FORM.

- 4. I acknowledge that I have had the opportunity to obtain independent legal advice with respect to the execution of this Release and Waiver Form.

Print Name

Witness

_____ (SEAL)

Signature

Date: _____

RULES AND REGULATIONS GOVERNING THE OPERATION OF THE 2009 DOWNTOWN WESTMINSTER FARMERS' MARKET

1. The Market shall be known as the Downtown Westminster Farmers' Market and shall be located on the Conaway South parking lot, adjacent to Maryland Route 27. The governing body of the Downtown Westminister Farmers' Market shall be the Downtown Westminister Farmers' Market Committee (hereafter referred to as "The Committee"). The Committee will be composed of 5 individuals (4 producers, of which one shall be the market manager, and 1 representative from the City of Westminster).
2. The Market shall be open from 8:00 a.m. until 12:00 p.m. on Saturdays. The 2009 market will begin on Saturday, May 30, 2009 and end on October 31, 2009 for a total of 23 market days. However, at the market participants' option, the market may remain open through November 21, 2009 at no additional charge. It is expected that all full season farmers/producers will attend each market date. Partial season farmers/producers will be considered for participation in the market by The Committee upon receipt of a request from the vendor at least two weeks prior to the initial market date of their desired participation. The Committee reserves the right to refuse any and all farmers/producers, both full and part-season, pursuant to the standards in Rule #3.
3. The use of the Market is restricted to bona fide local farmers, growers or producers of related food items and ornamental horticulture products, who have been given permission to participate by the Downtown Westminister Farmers' Market Committee. Every application for participation will be evaluated by the Committee on the basis of demonstrated quality of product, responsibility of the prospective participant, and his or her reputation, among other things. The decision of the Committee shall be final.
4. Items allowed for sale shall include, but not be limited to: fruits, vegetables, dried and cut flowers, container plants, berries, nuts, eggs, honey and beeswax products, milk and cheese, cider, preserves, meats and fish, baked goods, raw wool and spun wool yarn. All produce, defined as mushrooms, vegetables and fruits, offered for sale at the Downtown Westminister Farmers' Market must be 100% grown by the farmer/producer. The re-sale of produce is strictly prohibited. Sale of all food items is subject to approval by the Carroll County Department of Health. The State of Maryland Department of Health and Mental Hygiene prohibits the sale of hermetically sealed "home canned" food, as described in the "Interpretative Memorandum" from the Office of Food Protection and Consumer Health Services, dated August 27, 1992, which is attached and incorporated herein by reference. Baked goods, jams, jellies, preserves, conserves and fruit butters offered for sale must be prepared and labeled in accordance with the regulations outlined in the referenced "Interpretative Memorandum."
5. Market participants shall arrive at their assigned market spaces by 7:30 a.m. on Saturday mornings, and be cleaned up and departed by 1:00 p.m.
6. Market participants are responsible for obtaining any necessary permits required by the State of Maryland, Carroll County and the City of Westminster for selling their goods. Farmers/producers selling non-edible products that are subject to sales tax must comply with applicable state regulations.
7. Market participants agree to make their stands and products offered for sale as attractive as possible. Participants shall keep their market space free from refuse during market hours. Sales shall be conducted in an orderly and business like manner. No shouting or other objectionable means of soliciting trade will be tolerated.

8. At the conclusion of market hours, participants shall remove any remaining food items, trash, and associated sales equipment (tables, chairs, baskets, boxes, bags, etc.) from the site as quickly and efficiently as possible.
9. To cover operating expenses of the market, the Committee has set a fee of \$125 for the first 10' by 10' space and \$50 for each additional space for the full season farmers/producers and \$10 per market date per space for partial season farmers/producers for the 2009 Farmers' Market season. All space fees collected by the Committee are to be used expressly for the promotional and operational expenses of the market. If electricity is required by a vendor, an additional \$50 annual charge has been established to offset the cost of electric usage.
10. Participants are expected to attend the market every week. Extended absences are only permitted with approval of the Committee. Attendance will be noted and participants who miss two or more consecutive weeks or more than four total market days without approved absences may be asked to leave the market and may not be invited to return the following year.
11. The success of the market relies on the momentum built by the active participation of all farmers/producers, starting with the opening market day in June and lasting through the last market day in October. All vendors, unless otherwise excused by the Committee, must participate at the market by or before the fourth market day, which is Saturday, June 20, 2009.
12. Each full season participant shall have a definite, defined space at the Market location, assigned to it by the Committee. However, the Committee reserves the right to reassign market spaces as it sees fit in the best interest of the Market. The size of the market space required by the farmer/producer must be listed on the application/agreement that market participants sign when submitting their annual fee.
13. No full or partial season participant shall have the right to sub-lease, sell, transfer or permit any other seller to use their assigned space without approval of the Committee.
14. The Committee shall select a Market Manager whose duty it will be to assign market spaces, inspect displays, supervise selling practices, collect fees and perform whatever duties are necessary to insure the proper operation of the market. Market participants must report any accidents or unusual occurrences immediately to the Market Manager.
15. The Committee, or its designee, reserves the right to conduct official on-site inspections of farms or food-producing operations in the event that a participant's reputability as a food grower or producer is in question.
16. Complaints of a suspected violation of the producer-only rule should be submitted in writing to The Committee. The identity of the person complaining shall be kept confidential. The Committee may notify the subject of the complaint in writing and confer with market members and others, if necessary, to determine what level of investigation is necessary, up to and including a site visit. Farmers/producers refusing to cooperate with a site visit will be permanently removed from the market. Any farmer/producer who is found to have violated the producer-only rule will receive a warning, a temporary suspension, or be permanently removed from the market, depending on the severity of the offense. Any subsequent violation of the producer-only rule will be grounds for permanent removal from the market. Complaint resolution is the responsibility of the Committee who shall act upon the complaint within two weeks of receipt of the complaint in writing. **If violations of the Market Rules & Regulations relating to Producer-Only Violations result in suspension or exclusion from the Downtown Westminster Farmers' Market, no refund of fees will be made.**
17. All participants are expected to honor promotional coupons and offers designed by the Committee.

18. Participants will accept The Maryland Department of Agriculture's Farmer's Market Nutrition Program (FMNP) coupons, which will be redeemed by the Maryland Department of Agriculture.
19. The Committee does not warrant, expressly or by implication, that the participants will make a profit.
20. The Committee specifically denies any responsibility for the quality of the products of the participants.
21. Market participants agree not to practice distress pricing at any time during the market season on-site.
22. All flowers must be locally grown by the farm representing the market stand. Fresh flowers must be picked within 48 hours.
23. Fruits and vegetables shall be picked within 48 hours of market day to the greatest degree possible and be of the highest possible quality. Sales of wilted or low quality goods may result in the termination of the farmer/producer's participation in the market.
24. In addition to food sales, the Market may offer community oriented workshops, demonstrations, and entertainment at regularly scheduled intervals throughout the season.
25. The Committee may reserve one sales space in the Market for its own fundraising and promotional activities, such as membership drives and sales of tote-bags. Use of funds from such sales shall be strictly limited to meeting market and committee expenses and are not intended for profit by any individual.
26. The Committee shall promote the Market through press releases, posters, and other appropriate means at the start of the season and when appropriate afterwards.
27. No insurance is provided by the Downtown Westminster Farmers' Market to participants in the Farmers' Market. It is strongly recommended that all vendors shall be self-insured to the \$300,000 level and a copy of the insurance certificate submitted with your application/agreement.
28. The Committee has the responsibility and authority to direct farmers/producers to comply with the Downtown Westminster Farmers' Market Rules & Regulations. Complaints regarding violation of rules, other than the Producer-Only Violations, may be referred verbally or in writing to The Committee for resolution. Penalties for violations may include a warning, temporary suspension, or permanent exclusion from the Downtown Westminster Farmers' Market, depending on the severity of the offense. **If violations of the Market Rules & Regulations or other rules result in suspension or exclusion from the Downtown Westminster Farmers' Market, no refund of fees will be made.**
29. All participants in the Market agree to abide by the foregoing rules and regulations. The Committee shall be responsible for enforcing the above Rules and Regulations. The Downtown Westminster Farmers' Market reserves the right to cancel the approval of any vendor's application/agreement if and when the Downtown Westminster Farmers' Market finds said farmer/producer in violation of any of the aforementioned rules and eligibility requirements.
30. The Committee may reserve one sales space in the market for use by community organizations. This community space is available on a first-come, first-serve basis and can be obtained by contacting the City Representative a minimum of 2 weeks prior to the desired market date or dates.