

Become a Vendor at the Robertson County Farmers Market

We're excited by your interest in becoming part of the Robertson County Farmers Market- a welcoming and varied community of farmers, makers, artisans, and supporters.

Our Farmers Market is located at 4635 US-41 in Springfield, TN, at the Robertson County Fairgrounds. The Market season runs from April 20, 2024, through July 27, 2024.

Email <u>robcofarmersmarket@gmail.com</u>

• Facebook: https://www.facebook.com/RCFarmersMarket

Instagram: @robcofarmersmarket

It is important that you carefully read the guidelines and market rules of the application. It is the goal of the Farmers Market to offer fresh, seasonal produce grown locally by independent farmers. To meet this goal, it is vital that our vendors closely follow the Market rules and regulations. The sale of produce and other items from a wholesaler or warehouse is strictly prohibited at the Robertson County Farmers Market.

APPLICATION PROCESS

- Read our Policies and Procedures in full before applying.
- Make sure you have or can obtain the relevant required documents for your application (proof of insurance, kitchen certification, TDA regulatory services permit, organic certification, nursery/greenhouse/plant dealer license, as applicable).
- Complete your application and any required documentation to the Robertson County Farmers
 Market via email at <u>robcofarmersmarket@gmail.com</u> by the application deadline (<u>March 29th</u>),
 or by sending a paper application and required documentation to the Robertson County Farmers
 Market, c/o Robertson County Fair Association, PO Box 921, Springfield, TN 37172. All
 information can also be hand delivered to the vendor meeting on March 29th at the Robertson
 County Fair Grounds at 6:00 pm.
- The Robertson County Farmers Market executive committee will review all applications. You will be notified by email of approval and start date.
- If your application is accepted, <u>fees are required to be paid 7 days before the opening of the</u> Market.
- If accepted, you must attend the yearly vendor meeting, slated for March 29 at 6 PM before the Market start date.
- Thank you again for your interest in the Robertson County Farmers Market. If you have any questions, don't hesitate to contact us at robcofarmersmarket@gmail.com
- It is preferred that all vendors carry a 1 million dollar liability umbrella insurance policy that names the Robertson County Fair Association as additionally insured and submit proof of coverage to the market before selling at the market. If you have questions about obtaining insurance, please email the market committee at robcofarmersmarket@gmail.com

Robertson County Farmers Market Policies and Procedures Updated February 2024

MARKET REGULATIONS

- The Robertson County Farmers Market consists of three types of Vendors: Farm, Prepared Foods, and Artisan Vendors. All vendors are required to apply each year. The Robertson County Farmers Market Committee reserves the right to accept or deny applications from any vendor.
- A farm vendor is defined as a person who grows or makes the products they are selling, and may
 include the producer's immediate family, partners, and employees. Products to be sold must be
 approved as listed on the application. Products allowed must follow TN Department of Agriculture
 Guidelines.
- All products sold at the market must be locally grown/produced in Robertson County, Tennessee, or adjacent counties. (Montgomery, Cheatham, Davidson, Sumner, TN or Simpson, Logan, or Todd, KY)
- The Robertson County Farmers Market has a zero-tolerance policy concerning resale. Any vendor found selling anything that he/she did not grow or make will be subject to forfeiture of booth space and potentially banned from the market.
- No wholesale brokers will be allowed.
- The Farmers Market executive committee has the right to physically inspect crops and production areas of farm vendors.
- Booth Fees are as Follows:
 - \$150 per space for entire season if insurance is provided 15 weeks
 - \$250 per space for entire season if insurance is NOT provided 15 weeks
 - \$20 per space weekly rental if insurance is provided

PREPARED FOOD VENDORS

- Prepared foods are permitted for sale at the market. Food products must be packaged with proper labeling and held for sale at the proper temperature and environment.
- Products must follow all TN Department of Agriculture regulations.

ARTISAN VENDORS

- Local arts and crafts produced by the vendor are permitted for sale at the Market. All applicants please include some photographs of your products with your application. No franchises or independent distributors are allowed. **Space is limited.**
- All products sold at the market must be locally produced/made in Robertson County or adjacent counties.

GOVERNANCE

- It is the responsibility of each vendor to abide by all state and federal regulations which govern the sampling, production, labeling, or safety of the product the vendor offers for sale at the Robertson County Farmers Market. Failure to comply may result in forfeiture of the vendor booth space. If the vendors have any questions on this matter, the Tennessee Department of Agriculture Consumer and Industry Services. Additional information: https://www.tn.gov/agriculture/consumers/food-safety/agfarms-farmers-markets.html
- Most permits and certificates can be found through the TN Department of Agriculture website, https://www.tn.gov/agriculture

Farm products requiring licenses include (but not limited to):

- Eggs: An egg permit is not required. Cartons must be new with the name and contact information of the grower. Eggs must be stored properly and vendors may only sell eggs that are held at 41 degrees Fahrenheit. Eggs used in a booth display are not to be sold to customers, and a sign must be placed at the display reading "For Display Only."
- **Meat:** Must be processed in a USDA certified facility. All meat products offered for sale must have the USDA seal and be stored properly for the entirety of the market.
- **Honey:** Honey processors who produce less than 150 gallons of honey per year are not required to obtain a Regulatory Services Permit. All honey products must be labeled with contact information, net weight and ingredients.
- **Dairy:** All dairy products must come from a licensed dairy or be composed of pasteurized dairy products from a licensed dairy. In addition, such foods must be stored at or below 41 degrees Fahrenheit or frozen at point of sale. No raw milk will be sold for human consumption in Tennessee.
- Plants: Vendors selling rooted plant materials must be inspected and certified by TDA before selling their nursery materials. All rooted plants, berries, and herbs require a license. The exception to this rule is cut flowers. A description of the various applications can be obtained from TDA Consumer and Industry Services. Potential vendors must send a copy of their certificate to the market, as well as keep a copy at his/her booth during each market. For additional information:

https://www.tn.gov/agriculture/businesses/plants/forms.html

- For permits and certificates through the Tennessee Department of Agriculture website, www.state.tn.us/agriculture/regulatory/permits.html
- Food and food products must be packaged with proper labeling.
- Food products must be held for sale at the proper temperature and environment as defined by the food or food product.
- All vendors selling products by weight must have certified scales in accordance with state law.
- Proper labeling pertaining to organically grown produce and meats must be on hand. All products listed as organic must be Certified Organic as defined by the USDA National Organic Program. If not certified organic, the use of terms such as "naturally raised" or "grown without pesticide" is allowed.

MARKET DAY RULES

- The Robertson County Farmers Market will be open on Saturday from 8:00 am-12:00 pm from April 20 July 27.
- Space is limited. Vendors who book for the season will take precedence for booth space. Vendors must set up in their assigned booth space.
- Set up time begins at 7:00 AM on Saturday. The Farmers Market is open rain or shine.
- Vendors must provide their own tables, chairs, tent, or other items needed for Market Day. Booth spaces are approximately 12x12. Additional space is available for purchase.
- Booth space may be reserved for all or part of the market season if paid in advance.
- All displays, including umbrellas, tents, canopies, and signage must be securely anchored with
 weights and must not extend beyond the limits of the assigned space. Anchors may not be placed in
 concrete, fencing, buildings, or parking lots.
- Electricity will be provided, but vendors are responsible for bringing their own extension cords.
- All vendors must have their booths clean and empty no later than one hour beyond the closing time.
- Vendors who provide samples and/or products that will result in waste material, such as cups, lids, spoons, etc. must provide containers for waste disposal.

- All food trucks must provide their own separate trash receptacle.
- Vendors must display a sign indicating their name and address, and any required certificates.
- Sales must be made in an orderly and business-like fashion. Shouting, hawking and other loud and
 objectionable tactics of solicitation are not allowed. Profanity is not allowed. Loud radios are not
 allowed.
- No fruit or vegetable products (sold for consumption) can be displayed directly on the ground/concrete.
- Each booth should be kept neat, clean, and free from offensive odors. Trash cans will be placed throughout the market facility.
- If using scales, they must be certified by the Tennessee Department of Agriculture.
 - Applicable sales tax is the responsibility of the vendor.
- Domestic pets are not allowed inside the market. Service animals are welcome.
- Signs, displays, tables, chairs, or shelves cannot remain at the market without prior approval.
- Smoking is not allowed inside the market. Alcohol is not allowed on the market property.
- Bikes, skateboards, scooters, or other means of recreational transportation are not allowed in the market.
- The market is accessible for the disabled. All vendors should assist in making sure that the space is kept safe and an accessible environment for all customers.
- Enforcement of market guidelines is the sole responsibility of the Robertson County Farmers Market Committee. Any vendor who is found not in compliance with any of the above guidelines will receive a verbal and written warning by the Robertson County Farmers Market Committee. Expulsion from the market will result if the action is not corrected by the vendor.
- Pricing of goods sold at the market is the sole responsibility of the individual vendor.
- Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among vendors may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Market Committee.
- The sale of live animals is not allowed in the market.
- Soliciting of any kind is not allowed during Market without prior approval of the Robertson County Farmers Market Committee. This includes advertising for other events or businesses by anyone not associated with the Robertson County Farmers Market or Robertson County Fair Association and distribution of information or product to vendors and/or customers.
- Inappropriate conduct or language towards other vendors, customers, or management of the market, in person or by electronic media, will not be tolerated and may be grounds for immediate dismissal from the market.
- Vendors who choose to bring children to the Market are asked to ensure that the conduct of the minors are appropriate and not disruptive to customers or other vendors.
- Vendors are required to inform their workers at the Market of all rules and regulations and make sure they abide by them.

HEALTH & SAFETY

- Proper labeling pertaining to organically grown produce and meats must be displayed. All products
 listed as Organic must be Certified Organic as defined by the USDA National Organic Program. If not
 certified organic, the use of terms such as "naturally raised" or "grown without pesticide" is allowed.
- Quality control is one of the most important factors in the Robertson County Farmers Market.
 Routine inspections may be conducted. If your product is found unfit to sell at the Robertson County Farmers Market, the Market President may ask you to discontinue sales of this item immediately.
 Vendors who repeatedly attempt to sell unfit items or produce may be asked to leave the Market.



Robertson County Farmers Market Vendor Application

Application/Documentation Deadline: March 29th

ALL APPLICANTS COMPLETE THIS SECTION

Vendor/Company Na	me:		
Contact Name:			
	Stato	7in Codo:	County
Telephone:			County
			NO
Is your business on S	Social Media?		
Website:			
Facebook:			
Instagram:			
What type of vendor	are you?		
Farm Pre	epared Food/Food	Truck Arti	san/Maker
Number of Spaces Re	equested (approx.	12x12):	
Market Frequency			
Seasonally (every Sa	turday April 20 th	rough July 27)	
Expected Seaso	onal Start Date:		_
Weekly			
Requested Date	es at the Market: _		

FARM VENDORS COMPLETE THIS SECTION

Farm Goods allowed for sale at the Robertson County Farmers Market include: Fresh produce & fruits; herbs, flowers, bedding plants, shrubs and trees; eggs, cheese, dairy products; meats and poultry; baked goods, milled products; honey, maple syrup, jams and jellies; mushrooms; juice and cider; soap.

All products sold at the market must be locally grown/produced - an area defined as in Robertson County, Tennessee, or adjacent counties.

Food products must be packaged with proper labeling and held for sale at the proper temperature and environment.

It is preferred that all vendors carry a 1 million dollar liability umbrella insurance policy that names the Robertson County Fair Association as additionally insured and submit proof of coverage to the market before selling at the market.

Please indicate the primary products to be sold. Please use the "other" category to write

specific produce/items you expect to have for sale at the Market.

Fruit___ Vegetables__ Herbs__ Flowers__ Bedding Plants__ Shrubs/trees___
Eggs__ Cheese__ Dairy products__ Meats__ Poultry_ Baked goods__ Milled products__ Honey__ Maple syrup__ Jams and Jellies__ Mushrooms__ Juice/cider__ Soap___
OTHER (please write):______

Address of farm (if different from mailing address)

PREPARED FOOD/FOOD TRUCK VENDORS COMPLETE THIS SECTION

Food products must be packaged with proper labeling and held for sale at the proper temperature and environment.

It is preferred that all vendors carry a 1 million dollar liability umbrella insurance policy that names the Robertson County Fair Association as additionally insured and submit proof of coverage to the market before selling at the market.

FOOD TRUCKS: Electricity is not provided for Food Trucks. Mobile Food Vendors who are approved to sell food (ready to eat or consumed at the market) Permanent Food Service Permit from the Robertson County Department of Health. All food must be prepared and served from a mobile food unit as defined by the Department of Health, Food Service Establishment Rule, Chapter 1200-23-1-02 (12). Please add a description of products you will be selling: ARTISAN/MAKER VENDORS COMPLETE THIS SECTION <u>Please add a description of products you will be selling:</u> Completed Application Checklist: (Applications will not be reviewed until the following items are received) Completed Application (2 Pages) Proof of Insurance with Robertson County Fair Association as additionally insured Required Permits and/or documents Compliance and Indemnity Agreement (2 Pages) Media Release Form If your application is approved, how are you planning to pay? (Check one) Cash/Check at the Vendor Meeting in April Check via mail

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Billed Online

COMPLETED APPLICATIONS:

Email completed applications and required documents to robcofarmersmarket@gmail.com

OR

Mail application and required documents to: Robertson County Farmers Market C/O Robertson County Fair Association PO Box 921 Springfield, TN 37172

COMPLIANCE AND INDEMNITY AGREEMENT

As a vendor, wishing to participate in the Market, I (we) agree to SAVE, HOLD HARMLESS, and INDEMNIFY the Robertson County Fair Association, members, and employees from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by the Market, when such damages or liability arise out of acts of my (our) own, or of my (our) employees or associates, located as such site. I (we) verify that all information:

I (we) have provided information about my farm and products for sale is true and accurate.

I (we) understand that the Market operates on limited funds.

I (we) also acknowledge that the Market's beneficial purpose will be impossible to pursue if it is subjected to costly litigation.

Wherefore I (we) hereby agree that as a condition of my participation in the Robertson County Farmers Market, I (we) will resort to litigation against the Market, its agents, officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) agree to limit any claim I (we) may have as a result of a decision by the Market management or Executive Committee which results in the denial of a market acceptance, the denial of a product to sell, or wrongful suspension or termination from the Market to a return of market fees incurred during my (our) absence from the Market. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against the Market, I (we) will pay all costs, expenses, fees, and disbursements incurred by the Market in the course of its defense of said litigation, and I (we) will also pay the Market attorney's fees.

COMPLIANCE AND INDEMNITY AGREEMENT CON'T

Print Name	Phone number:
Vendor Signature	Date:
County Fair Association, its officers, attorney fees for injuries or damage acts or omissions of User, its officers contractors, in connection with the land attorney fees arising from any fa	ser agrees to indemnify and hold harmless the Robertson agents, and employees from: Any claims, damages, costs and arising, in part or in whole, form the negligent or intentional s, employees, and/or agents, including its sub or independent performance of the Agreement Any claims, damages, costs, ailure of User, its officers, employees, and/or agents, including to observe applicable law, including, but not limited to, labor
Farmers Market. If my items are pro from the Department of Health and/ required for production, I will show kitchen rules. I also understand I am Market Committee Members, and/o	nember makes the items I have for sale at the Robertson County cessed, I have followed all the proper guidelines for production for the Department of Agriculture. If a certified kitchen is proof of such a kitchen being used. I will also follow all cottage a subject to an inspection by the Robertson County Farmers or a local Extension Agent with her/his delegates and must sale must have been grown, raised, or produced by me, my cs, employees or local cooperative.
□ Under no circumstance is the Rob	ertson County Fair Association responsible for my sold goods.
	product(s) to ensure they meet or exceed regulations set forth CDC, TN Dept. of Health, and all other organizations governing e state of Tennessee.
<u> </u>	on County Farmers Market Guidelines. I understand that failure sult in my not being allowed to operate as a Robertson County
Please read and sign the followir	ıg statements:

MEDIA RELEASE FORM

I, the undersigned, do hereby consent and agree that The Robertson County Fair Association, its employees, or agents have the right to take photographs, videotape, or digital recordings of me and to use these in any and all media, now or hereafter known, and exclusively for the purpose of advertising. I further consent that my name and identity may be revealed therein or by descriptive text or commentary.

I do hereby release to The Robertson County Fair Association, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I also understand that The Robertson County Fair Association is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

Vendor Signatur	e Date:
Print Name:	Phone number: