



## 2022 Outdoor Rules and Regulations

Between the Worthington Farmers Market and Market Vendor

The following rules and regulations have been established by The Worthington Partnership and the Worthington Farmers Market to maintain a productive marketplace for both vendors and consumers. The Worthington Farmers Market may change, modify or delete rules and regulations to preserve the safety and security of said marketplace at any time without advance notice to producers.

Daily operations of the Worthington Farmers Market will be managed by Christine Hawks (hereinafter "Market Manager") and Karen Chrestay (Assistant Market Manager), including but not limited to the resolution of any dispute regarding these rules and regulations.

### I. ADMISSIONS

**Approval** The approval to participate in the Worthington Farmers Market will not exceed one growing season (May-October 2022) and is based on the receipt of necessary documents including, but not limited to:

1. Completed application.
2. Applicable permits and/or licenses required by the applicable municipal law or State of Ohio.
3. Certificate of insurance, naming Worthington Farmers Market as a **certificate holder**.
4. Certificate of insurance, naming the City of Worthington as an **additional insured**.
5. Market fees, paid in full, upon receipt of invoice.
6. \$20 application fee (due upon submission of application).

Submission of all documents listed above does not guarantee participation in the Worthington Farmers Market. Your admission to the market will be considered based on

product diversity (individual and market) and available space, among other factors. Decisions made by the Worthington Farmers Market shall be final.

Crafts, trinkets, and like items are not permitted at the Worthington Farmers Market.

**Fees** A \$20 application fee is due upon submission of your application and is not refundable, regardless of approval status. Applications will not be considered until fees are paid.

Market rent is due upon receipt of invoice. Payment must be received in full prior to the end of the Market season. Fees are non-refundable, and credits for days missed will not be given.

**Insurance** All vendors must provide proof of liability insurance, in the form of certificates of insurance, greater than, or equal to \$1 million dollars. The **City of Worthington**, owner of the site, is solely providing space for the market and its vendors, and assumes no liability for the Worthington Farmers Market, the market manager, its vendors or customers.

**Certificate holder:** Worthington Farmer Market  
PO Box 534  
Worthington, OH 43085

**Additional insured:** City of Worthington  
6550 North High Street  
Worthington, Ohio 43085

**Licenses/Permits** It is the responsibility of the vendor, prior to opening day, to obtain and submit copies of all licenses and/or permits which are required and/or necessary to farmers markets, including but not limited to a Mobile Food Operation, Food Safety (such as Home Bakery or Frozen), and Nursery Dealer License. All vendors must comply with laws, ordinances and regulations set forth by the applicable municipal law, the State of Ohio, and the United States.

**Weights and Measures** Scales should be capable of approval by the Columbus Division of Weights and Measures. You may contact them at (614) 645-7397 with questions or concerns.

## II. POLICIES and REQUIREMENTS REGARDING VENDORS

The Worthington Farmers Market encourages, supports and promotes the entrepreneurial efforts of local, independent, and small-scale farmers and artisan food producers seeking to sell their products directly to consumers. We consider our marketplace an incubator for small business and therefore, do not consider corporately owned businesses or franchises to be a fit for our market.

### Farmers

1. Farmers are to sell what they produce on their own farm. Selling another farm's/business's products under your business name/storefront is prohibited. Vendors selling a product that is not their own will be subject to suspension and/or expulsion from the Market.
2. All products must be grown in Ohio.
3. Farmers are responsible for all products sold.
4. Farmers may not sell value added products that they, themselves do not produce.
5. All products are subject to approval by the Worthington Farmers Market.
6. **PRODUCTS PURCHASED AT WHOLESALE, AUCTION, OR "TERMINALS" ARE STRICTLY PROHIBITED.** Vendors found to be selling these products are subject to suspension and/or expulsion from the Market at the discretion of the Market Manager.

### Artisan Producers of Edible Goods:

1. Producers may sell products that they, themselves, have produced.
2. Preference is given to producers who utilize products that they, themselves, grow.
3. Products sold by producers should reflect the local agricultural system.
4. Products must comply with all city, state and federal regulations.
5. All products are subject to approval by the Worthington Farmers Market.
6. **PRODUCTS PURCHASED AT WHOLESALE, AUCTION, OR "TERMINALS" ARE STRICTLY PROHIBITED.** Vendors found to be selling these products are subject to suspension and/or expulsion from the Market at the discretion of the Market Manager.
7. If selling products under "Cottage Food Production," vendor shall adhere to all policies set forth in the **Ohio Administrative Code, Chapter 901: 3-20 Cottage Food Production.**

**Inspection** The Worthington Farmers Market, or an appointed third party working on

behalf of the market, reserves the right to inspect your farm or establishment, announced or not, to verify compliance with market requirements.

**Labeling** Vendors should provide clear, written information about production methods, which can be available to any consumer who requests it.

According to **Title 7: Agriculture, Part 205—National Organic Program, Subpart B—Applicability**: Except for operations exempt or excluded in §205.101, each production or handling operation or specified portion of a production or handling operation that produces or handles crops, livestock, livestock products, or other agricultural products that are intended to be sold, labeled, or represented as “100 percent organic,” “organic,” or “made with organic (specified ingredients or food group(s))” must be certified according to the provisions of subpart E of this part and must meet all other applicable requirements of this part.

Certified Naturally Grown producers (produce, apiaries, and livestock) shall provide a certificate issued by Certified Naturally Grown.

### **III. GENERAL MARKET RULES**

#### **Market Hours**

The Worthington Farmers Market will be open every Saturday (with one potential exception for Market Day) from **8:00am** to **12:00pm**, rain, snow or shine. The market will begin on Saturday, May 7, 2022 and conclude on Saturday, October 29, 2022.

These hours may be amended due to weather, location, customer demand and pandemic conditions during the market season.

The Worthington Farmers Market will notify you via email (through Manage My Market) of weather emergencies and/or cancellations as soon as possible. Please ensure that the sender “[noreply@managemymarket.com](mailto:noreply@managemymarket.com)” is included on your safe senders list as email clients may sort this address into Junk/Spam. Routine communications from market management regarding your participation, including acceptance and invoices will also come from this address.

The Worthington Farmers Market may be **CLOSED** on **one Saturday (typically in September)** for the annual Market Day event, if held in 2022 and if the Market Day location conflicts with that of the Worthington Farmers Market.

On that day, the Worthington Police Department will close High Street from Route 161 to South Street during the annual, day-long Market Day festival and related

community activities. The Worthington Farmers Market has no authority over Market Day, its activities or participating vendors.

Market Day, the main activity presented by the Worthington Area Chamber of Commerce, is a Worthington tradition dating to pioneer days when farmers and artisans brought home-grown and hand-made goods to market on downtown streets. Today nearly 300 artisans, food vendors and community groups gather in Old Worthington amid a colorful display of quality hand-crafted goods and informational displays. The senior center, libraries, recreation center and other community partners stage family activities on the same day. The event attracts more than 20,000 visitors annually.

The Worthington Area Chamber of Commerce offers Worthington Farmers Market vendors several opportunities to participate in Market Day. Applications are made directly through the Chamber.

**Attendance** If you will not attend, or will be late to the market, please email the market manager at [worthingtonfarmersmarket@gmail.com](mailto:worthingtonfarmersmarket@gmail.com) as soon as possible. Repeat instances of tardiness or absence may result in removal from the market as determined by the Worthington Farmers Market.

Vendors who miss three consecutive markets or a total of one-third of the season's market days may be removed from the market. Tardiness shall be treated like an absence.

#### **Arrival and Departure**

1. Vendors may begin set up at 6:00am.
2. Vendors should be in place at least 15 minutes before the market begins.
- 3. Vendors may NOT leave prior to the end of the market, even if all product is sold out.**
4. Repeat instances of tardiness or absence may result in removal from the market.

**Safety and Sanitation** When you leave, all areas considered to be the "market site" should look like they did when you arrived. The **City of Worthington** reserves the right to terminate its role as host site of the Worthington Farmers Market based on lack of cleanliness. If The **City of Worthington** terminates its role as host based on the safety and sanitation of the property, the Worthington Farmers Market lease with vendors is also terminated with no refunds and no alternate location offered.

1. No vendor shall bring an animal at any time.

**2. All produce, containers, signs, debris and/or trash must be taken with you.**

3. Clean up should conclude within 1 hour of market closure.

4. No loud radios or shouting of prices is permitted.

5. Tables, tents, signs, and like materials must not impede pedestrian traffic.

6. Vendors may not use The City of Worthington, area restaurant or merchant property for debris removal.

If vendor does not clean market space, such shall constitute a breach under the rules and regulations and will be subject to removal. If vendor is removed from the Worthington Farmers Market, a refund will not be granted, as all fees are non-refundable.

### **Vendor Space**

1. Vendor space will be assigned by the Market Manager.

2. Each space is approximately 10 x 10.

3. Vendors may request a **maximum** of **two** spaces.

4. Excessive tardiness or absence may result in suspension from the Market and/or termination of this agreement.

5. Vendors are to set their own prices.

Vendors may share one space on the condition that both vendors are approved independently of one another by the Worthington Farmers Market. Vendors who wish to share space shall submit completed documents (see ADMISSIONS) together. It is the responsibility of the vendors to determine the cost share of the space and shall submit payment together upon approval.

The Worthington Farmers Market will not approve a vendor for a half space. In the case that one vendor is approved, and one is not, the approved vendor will have the option of submitting a new space share vendor or of renting a whole space.

### **Equipment and Supplies**

1. Vendors are to supply their own tables, tents, signs and like materials. Weights for canopies are **required**.

2. Vendors must display an identifying sign for their farm or business.

3. Electricity is not available, please plan accordingly.

4. Vendors shall supply carts or like equipment for transporting supplies.

### **Pricing**

1. Pricing of products is the responsibility of the individual vendor.
2. Prices should be displayed clearly.
3. Dropping prices at the end of the day is strongly discouraged.
4. Vendors are discouraged from giving products away for free or at below-cost pricing, thus undercutting potential sales of other vendors.
5. Prices should reflect fair market value.
6. Vendors shall follow guidelines set forth by the **Ohio Administrative Code, Chapter 901: 6-7 Packaging and Pricing of Food and Nonfood Products.**

**Parking** Parking is first-come, first-serve. Parking spaces are not assigned and therefore, are not the "right" of any one vendor.

**Marketing and Community Outreach** Participants of the Worthington Farmers Market are encouraged to assist in promoting the market.

As a service to the community, all still consumable products not being taken back by the vendor can be gathered for donation to a community organization. Please consult the Market Manager for more details.

**Professional Conduct** All vendors are expected to act in a professional manner. Vendors may not bully, disrespect, or publicly disparage other vendors, products, volunteers, customers, market staff, city officials, the City of Worthington, The Worthington Partnership, businesses, partners or the Worthington Farmers Market, either in person or by electronic media. This type of behavior may result in permanent expulsion from the Worthington Farmers Market with no redress.

### **IV. PANDEMIC OPERATIONS and SAFETY PROTOCOL**

The following Market rules will be in place for our 2022 outdoor market season in accordance with the safety protocol and operational procedures set forth by Responsible RestartOhio and the State of Ohio. As a condition of safe operation, the Worthington Farmers Markets will enforce the following regulations during the pandemic. These rules are current as of December 2021 and may be adjusted as conditions and regulating authorities warrant.

**Please read these guidelines thoroughly as you will be responsible for ensuring compliance for your team.**

1) Producers will not come to the Market if they have a fever, are feeling ill, displaying symptoms of or been diagnosed with COVID-19 or if they or someone in their immediate household has been exposed to someone experiencing or diagnosed with COVID-19.

2) Producers, employees, volunteers and customers are **required** to wear a face covering when **indoors** within the City of Worthington. **Facial coverings must completely cover the nose and mouth at all times while indoors.** Producers are responsible for supplying their own facial coverings for themselves and their employees.

3) Hand sanitizer and sanitizing products available for staff, volunteers and customers. Producers are required to have hand sanitizer and sanitizing products for routinely wiping down high-touch surfaces at their booth. The Market will also provide hand sanitizer at designated locations around the Market.

## **V.DISCIPLINE and COMPLAINTS**

The Worthington Farmers Market has created protocols and procedures that allow vendors to lodge complaints against other vendors whom they think are not in compliance with market rules and regulations. Complaints should be made in a timely manner, and should not be disruptive to the marketplace.

### **Complaints**

1. Should be directed, in writing, to the Market Manager for resolution. A [Producer Concern Form](#) should be completed to document the complaint.
2. The vendor being accused of wrong-doing must also respond in writing.
3. The complaint may be shared with the Executive Director of the Worthington Partnership and the Partnership Board of Directors.
4. The Market Manager's resolution of the complaint shall be final.

### **Grounds for Removal**

1. Failure to comply with city, state or federal laws and regulations, including failure to adhere to pandemic safety protocol.
2. Failure to observe the market rules and regulations, at the sole discretion of the Market Manager, The Worthington Partnership and the Worthington Farmers Market.
3. Causing an unsafe marketplace for vendors and/or customers.
4. Excessive tardiness or absence, at the sole discretion of the Market Manager.
5. Conduct unbecoming of a professional, including but not limited to falsely

representing a business or product, exhibiting threatening or intimidating behavior, bullying or making disrespectful or disparaging comments towards or about Market or Partnership staff, volunteers, customers, vendors, partners and others affiliated with the Worthington Farmers Market.

The vendor agrees to protect, indemnify and hold harmless the City of Worthington, The Worthington Partnership and the Worthington Farmers Market, and its employees, volunteers, service vendors or independent contractors from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of market space, the purchase of any item from any vendor, or in connection with any action or claim.

By accepting these Rules and Regulations and participating in the Worthington Farmers Market, you agree to give consent to all photographs, audio recordings, academic work and/or video recordings taken of you or your staff. You understand that such photographs, audio recordings, academic work, and/or video recordings become the property of the Worthington Farmers Market, and may be used by the market, parent companies, business partners, or others with their consent, for educational, instructional or promotional purposes determined by the Worthington Farmers Market and its parent companies in broadcast and media formats now existing or created in the future.

By submitting your application electronically, you agree to the following:

*“On behalf of my business, I have read, understand and agree to adhere to the above stated regulations set forth by the Worthington Farmers Market. I understand that failure to comply with the Market rules and regulations, including pandemic safety protocol may result in termination of this agreement and removal from the Worthington Farmers Market. I further understand that additional rules and regulations may be implemented for the benefit of the Worthington Farmers Market during the 2022 outdoor season and agree to abide by them as a condition of my participation.”*