

2017 LIGONIER COUNTRY MARKET TERMS AND CONDITIONS FOR PRODUCERS/VENDORS

The Ligonier Country Market seeks to promote and preserve the many values of rural Pennsylvania by providing a safe, friendly, attractive environment where vendors and customers can meet and conduct business. The Market has adopted these Terms & Conditions, that may change from time to time, to insure that the buying and selling experience is pleasant for everyone. In cases of disputes about Terms & Conditions, Producers, Crafters, Processors and Ready to Eat Vendors and their assistants must abide by the interpretation of the Executive Director, the Vendor Committee and the Board of the Market. In order to maintain and increase our customer base, the Market expects that the Executive Director, other staff, Board members and vendors will behave in a professional and friendly manner to foster a sense of community, camaraderie, and a spirit of cooperative involvement.

GENERAL TERMS

LOCATION:

The Market is held on the Loyalhanna Watershed Association property at West Main Street and Springer Road, one-half mile west of the Ligonier Diamond.

DATES OF OPERATION:

The Market will be held for 20 weeks each Saturday from May 20 through September 30, 2017

VENDOR SETUP:

The Market is open to vendors at 6:00 am. Vendors must be in their reserved space by 7:30 am or forfeit their spaces. Habitually late vendors will be required to leave and forfeit the fees. Vendors must provide their own canopies, tables, stands, and signs.

OPERATING TIME:

Customers occasionally enter through the exit prior to operating hours. Vendors are not permitted to sell to customers before 8:00 a.m., however, Vendors **may sell** to other Vendors before 8:00 a.m. The Market opens to the public at **8:00 a.m.** and remains open until **12 noon**. **Vendors may not pack up to leave until after 12 noon. Vendors may not leave the site until 12:15 PM. This rule will be strictly enforced. See Public Safety for more detail.**

PAYMENTS:

- Payments are due by April 15. A late fee will be assessed for payments received after this date. PLEASE SEE THE FEE SCHEDULE ON THE VENDOR PORTAL APPLICATION FORM FOR COMPLETE DETAILS.
- All payments must be made through the Vendor Portal.
- Should payment through the Vendor Portal not be possible, the vendor must obtain a written agreement to pay by check or money order. Cash payment are discouraged, but will be accepted in extreme cases.
 - On site payments will be penalized with an additional fee
- A \$35 fee for bounced checks will be assessed and must be paid prior the next date the vendor is scheduled to be at the Market.

REFUNDS:

- There will be NO refunds in the event of an Act of God (e.g. severe weather or other situations dangerous to vendors, patrons, staff or property) thus causing a disruption before or during regular operating hours and resulting in the cancelling or cessation of operation and closing of the Ligonier Country Market.
- In the event of serious illness, death or other serious problems the Executive Director will treat requests for refunds on a case-by-case basis. In this regard the decision regarding refunds rests solely with the Executive Director.

PRODUCERS, CRAFTERS, PROCESSORS AND READY TO EAT VENDORS:

A Producer, Crafter, Processor or Ready to Eat Vendor is the party who owns and operates the farm, kitchen, workshop or facility where the merchandise sold at the Market is grown, baked or cooked, fabricated or assembled.

- The Producer, Crafter, Processor or Ready to Eat Vendor must physically participate in production of the merchandise. "Make It, Bake It, or Grow It!"
- The Producer, Crafter, Processor or Ready to Eat Vendor must be present in the booth during selling hours, on 30% of the scheduled days at the Market. i.e. the Producer must be a Vendor.
- Everyone in the booth is considered a **Vendor** and is bound by these Terms & Conditions.
- A Producer, Crafter, Processor or Ready to Eat Vendor is considered local, if the site where the merchandise is produced is within a 150 mile radius of Ligonier.
- A *visiting* Producer, Crafter, Processor or Ready to Eat Vendor has his/her production site beyond the 150 mile radius. A *visiting vendor* may attend the Market twice during a summer season but, may not attend the Christmas Market. The fees for a visiting vendor are listed in Convention Force, the online signup site.

Specific Definitions:

- **Producer:** if you grow it and sell it as-is, or if you raise it and have someone else butcher it, you are a Producer. Examples would be produce and fresh cut flowers, beef, lamb, pork, poultry, potted plants or nursery stock.
- **Crafter:** if you add value to raw materials by creating one of a kind items, you are a crafter. Artisans working in jewelry, pottery, wood, fabrics or other mediums such as photography or framed original artwork or books.
- **Processor:** if it has been jarred, smoked, baked, cooked, mixed, pickled, fermented, or changed in any way from the raw product that came from nature, then you are a Processor. Examples would be jarred honey, smoked salmon, cheese, jam, pickles, salsa, flower arrangements, bread, or pastries.
- **Ready to Eat Vendors:** ready-to-eat meals or beverages and/or hot foods meant to be eaten on site or taken home for re-heating.

- **Note on Market Fees:** If you sell one product in a higher category, you will be charged at that rate for the entire season. Example: if you grow all fruits and vegetables but would like to also sell jam, you would be charged at the Processor rate.

VENDING SPACES:

- Selling spaces are 12 feet wide by 32 feet deep. Vendors with oversized vehicles used for vending must discuss renting a 12'x42' oversize space for an additional fee or additional 12"x32" spaces with the Executive Director. Reservations and advance payments are required.

- Vendors may not display any merchandise outside their assigned spaces. For customer safety, all products and signs must be kept inside assigned spaces.
- Spaces are assigned at the discretion of the Executive Director.
- Vendors who have not paid in advance or paid the additional on-site fee before setting up, will be required to leave.

CALL-OFFS AND NO SHOWS:

Empty vending spaces reflect poorly on the vendors and the Market. The following rules are intended to reduce the practice of no show:

- Call-offs must be done in writing. No verbal call offs. Email or USPS is acceptable.
- Call-offs must be completed by Friday before 3:30 PM prior to planned Saturday absence.
- After 2 call offs or no shows-
 - ◆ Vendor is expelled for the remainder of the year including the Christmas Market.
 - ◆ Fees will not be refunded.
 - ◆ Vendor may apply for the following season, but may not be accepted.
- This policy does not apply for emergency situations occurring within 24 hours of any Market.
- Legitimate excuses will be considered by the Executive Director who has the sole authority to approve an emergency call off.

PARKING:

- Vendors must park their vehicles in their assigned 12' x 32' spaces. At no time is a vendor's vehicle allowed to extend beyond the 32-foot space unless placed in a designated oversized space.
- Vendors coming to Market with more than one vehicle must park the extra vehicle(s) in the lot across Springer Road by the Valley Youth Network Building. The gravel parking lot and the grass parking lot on the site are reserved for customers.
- Vendors in the "A" and "F" rows, whose primary vehicle is used for vending, must park the vehicle so that it is entirely within the allotted 32' space.
- Vehicles longer than 32' cannot be used for vending unless spaces are purchased to accommodate the vehicle. (For example, a 36' vehicle could be parked transversely in three spaces or in an extra long space.)

ADVERTISING:

- No vendor signage is allowed at the Market for advertising products unrelated to those sold at the Market.
- Signs for political, religious, advocacy, etc. purposes are not allowed.
- Signs displaying the price or contents of merchandise may be displayed as long as the signs are within the 12'x32' booth space.

DECORUM:

- Abusive behavior and crude language will not be tolerated. Huckstering products is not allowed.
- First time offenders will be prevented from selling at the Market on the day of the offense.
- Two time offenders will be barred from returning to the Market, will not receive a refund and will be barred from attending the Christmas Market.
- The expelled vendor may apply to attend the Market for the next season, but depending on the severity of the offense may not be accepted.

ARTISANS/CRAFTERS:

The number of artisans/crafters permitted to sell at the market shall represent no more than 35% of all vendors present at Market. When necessary the Executive Director and/or Vendor Committee may reject vendor applications if artisans/crafters representation at the Market has reached 35%.

PRICING:

Pricing of goods at the Market is the sole responsibility of individual Vendors. However, vendors are discouraged from giving produce or other items away for free or at below cost pricing, thus undercutting the potential sales of other vendors. This does not include sampling. Late day discount pricing after 11 AM is permissible allowing a Vendor to reduce the amount of product the vendor has to repack.

ELECTRIC SERVICE:

No type of electric generator is allowed at the Market. A vendor requiring electricity can apply for a vending space having a 110 volt, 20 ampere receptacle at the price of \$10 per week. Appliances and/or other electrical equipment drawing more than the allowed amperage cannot be used.

TAXES:

All vendors are responsible for any taxes applied to the price of their product according to local and state laws.

CHRISTMAS MARKET:

- A vendor must sign up for and attend a minimum of 5 summer Market sessions to be eligible to attend the Christmas Market in the same year.
- Registration for the Christmas market will be on line on Convention Force.
- Vending spaces will be assigned on a first come, first serve basis.
- The Executive Director will notify vendors when registration opens.

HEALTH AND SAFETY

SMOKING:

The use of any tobacco products and e-cigarettes is not permitted in the vendor areas of the Market.

FIRE SAFETY:

Any vendor who uses an open flame for any purpose or cooking oil for frying **must** have a fire extinguisher rated for the potential fire within reach.

PRODUCT SAFETY:

The vendor is responsible for the safety of any and all of the products he/she offers for sale at the Market. The Market will bear no responsibility for any injury or illness caused by vendor products.

PUBLIC SAFETY:

The vendor is responsible for his/her equipment. All tents, canopies and other protective structures must be **staked, tied or weighted down** to prevent accidental movement by the wind. All tables and product displays must be sufficiently sturdy for the intended function and for reasonably expected use. When entering or leaving the Market in a vehicle, vendors must exercise caution for the safety of other persons and the vehicles that are on site. **NO vendor or customer vehicle movement is permitted in the vending/sales area between the hours of 7:30 AM and 12:15 PM.** In inclement weather, the Executive Director may take the decision

to release vendors early by signaling the end of the Market. The Executive Director may cancel a Market session prior to the intended date if weather or other conditions prior to the start time of the Market make the site dangerous or unusable. The Executive Director will notify the vendors by email or other means upon making the decision. There will be NO refunds. See previous statement regarding Refunds.

NO ANIMALS:

Animals are not allowed at the Market unless they are part of the Special Feature Program. VENDORS ARE NOT ALLOWED TO BRING ANY LIVE ANIMALS TO THE MARKET AT ANY TIME. The exception is for Service Animals that are required by a Vendor. The Service Animal must have a current Service Animal Registration. The registration must be uploaded with the vendor application and a copy must be with the vendor at the Market. Customers with Service Animals will be asked to provide current Service Animal Registration.

INSURANCE

INSURANCE FOR THE 2017 SEASON:

Vendors will be insured against accident and product liability under a policy made available through the Westfield Companies. The carrier, Westfield Insurance, requires all vendors at the Market, including wait list vendors, to be covered. This insurance is required even if a vendor is covered by another policy. The premium is \$50 per Vendor regardless of how many weeks the vendor attends the Market. There will be no pro-rating of the premium for vendors who attend the Market for less than 20 weeks. The applicant agrees to make no claims against the Ligonier Country Market or the Loyalhanna Watershed Association for damage, theft of property, personal bodily injury, etc. which may arise from, or be in any way connected to the Market operation. The applicant shall indemnify and hold harmless the Ligonier Country Market and the Loyalhanna Watershed Association against the claims of any and all parties. A copy of the certificate of liability insurance will be issued to each vendor.

SPECIFIC TERMS

PRODUCE AND PLANTS

ORIGIN:

The Producer must grow all produce, nursery stock, plants and flowers.

QUALITY:

Produce and plants must be fresh and of good quality. A State Agricultural permit is required for plant vendors. A copy of the current permit must be returned with the Space Reservation Application.

SALES BY VOLUME OR WEIGHT:

Goods may be sold in such units as: a bag, bunch, dozen, package, bushel, peck, container, flat, etc. **Scales that are inspected and certified by the PA Dept. of Agriculture Weights & Measures are allowed at the Market. A current certificate must be uploaded with the Vendor Portal Application and available on site on Market days.**

CRAFT ITEMS

ORIGINAL WORK:

Crafters may not sell purchased raw materials. The original materials in a product must be significantly altered and enhanced by the artisan/crafter. All items must be of original work and design.

VALUE ADDED:

The value added by the Crafter must be a substantial portion (greater than 60%) of the product of the selling price of the article. No commercially made clothing, kits or molds are to be used.

PREPARED FOODS TO BE EATEN ON SITE

PACKAGING:

Goods must be offered for sale in a sealed bag, dozen, package, or served for conveniently eating at the site.

INGREDIENTS:

All Processors and Ready to Eat Vendors must provide a list of ingredients according to PA Department of Agriculture standards. Vendors shall make goods with fresh ingredients. Foods are to be made on site or only enough ahead of time to insure freshness.

PA REGULATIONS:

All food Processors and Ready to Eat Vendors must have completed the requirements for the PA Food Employee/Servsafe Certification Act, 3 PA.C.S.6501-6510 as required by law effective July 1, 2004 and inspected by the PA Dept. of Agriculture. Food Producers and Ready to Eat Vendors must upload a current copy of the PA Food Employee Certification that includes the address where the product(s) is prepared and packaged and a Food Establishment Registration License. A copy of the Certification and License must be available on site. For more detailed information all Food Vendors must contact Robert Delancey or an alternate at 724-443-1585. Vendors must renew their licenses and certifications, if they expire during the Market season and upload the renewed documents.

FOOD SAFETY:

All items must be prepared in accordance with applicable local, state, and federal regulations and covered at all times.

FOOD HANDLING:

Foods to be eaten on premises must be handed out in bags, on a napkin or on a plate at proper temperature according to the PA Food Code.

SANITATION:

- As a courtesy to their customers, vendors of food to be eaten on the Market site must provide anti-bacterial hand wipes or lotion.
- Producers and vendors offering food to be eaten on site must have equipment for their hand washing that is compliant with recent PA Department of Agriculture Regulations, based upon the type of license (MFF or TFS).

WASTE RECEPTACLE:

As a convenience to customers Food Vendors should provide a visible 13-gallon waste receptacle at their site and remove the waste when they leave the market. Each vendor is responsible for cleaning his/her booth area at the end of each Market day. The Executive Director will enforce this rule. Please see the Executive Director if you forget a bag.

YOU MAKE IT, BAKE IT OR GROW IT:

No commercially canned foods or commercially pre-made heat-and-serve foods, mixes or commercial pre-made portions of foods are permitted.

ALLOWABLE PRODUCTS

The Ligonier Country Market is a Producers' market. Value added is the physical effort by the Producer required to produce the merchandise sold at the Market. This concept is captured by the phrase, **"MAKE IT, BAKE IT, OR GROW IT."** **A listing of products offered for sale by the Producer must be included with the application. Photographs of all products to be sold at the Market must be uploaded to Convention Force, the online Market registration site. If at some time during the Market season a Producer chooses to add a product(s) not listed, the Producer must submit a written request to the Executive Director, who will bring it before the Vendor Committee to obtain permission to sell the product(s).**

ORIGIN OF MERCHANDISE:

- All items for sale must be grown, cooked, baked or made by the Producer, Crafter, Processor or Ready to Eat Vendor. Plants must be grown from seed, plant cuttings, plugs, or vegetative propagation.
- Craft items must be constructed from materials such as textiles, wood, stone, minerals, plant or animal material.
- Prepared food items may be made from such ingredients as sweeteners, grains, fruits, vegetables, meats, and dairy.
- Items bought elsewhere and then brought to the Market for re-sale are not permitted.
- Products made by a commercial processor to a vendor's specifications or recipe are not acceptable.
- Products labeled "Distributed by" are not acceptable.
- Canned or preserved food must be labeled according to the PA Department of Agriculture certification.
- The Board will investigate complaints or suspicions of non-Producer grown produce or other infractions of the rules.
- All growing and production areas may be subject to on-site inspections by the Executive Director and/or members of the Board of Directors.

Producer Representation & Warranty

- The Producer, Crafter, Processor or Ready to Eat Vendor represents and warrants that the products that he/she/they bring or make for sale at the Ligonier Country Market are in accordance with the terms of the above “Allowable Products” and the “Origin of Merchandise” provisions of these Terms & Conditions.
- By agreeing on Convention Force or physically signing the application the vendor agrees to all the Terms & Conditions.

Board Of Directors and Executive Director Agreement

The Board of Directors and the Executive Director of the Ligonier Country Market have written, approved and agree to abide by these Terms and Conditions, dated March 1, 2017.

Board of Directors: Jeff Cook, Pat Childs, Bridget Horman, Gene Kravits, David Maniago, Lois Manon, Sean Murphy, Linda Sinemus, Jerry Stalnaker, Bob Verscharen, Mike Watson, John West (Emeritus member)

Staff: Cari Frei, Executive Director; Kristen Johanson, Board Assistant; Adam Davis, Site Operations Coordinator