



Vendor Rules and Regulations 2023

Shinglekill Falls Farmers and Artisan Market is a privately run market created to develop community relationships, support our local farms and businesses, and showcase the beautiful grounds for event purposes. The Lamanec Family has owned Shinglekill Falls for nine generations. While we do not permit swimming for the general public, we do have viewing platforms for market visitors to observe the majestic waterfall. As a Market host, it is our intention to always provide a hot food vendor (or two), libations and live music to increase visitor attendance and vendor sales. We are certified as a Market by the State of New York, therefore we must abide by some Guidelines and Rules. If you have issues or questions, please do not hesitate to contact us!

These rules and regulations are in place to ensure we have a robust and sought-after market. The reputation of Shinglekill Falls and its vendors depends on everyone's actions or inactions. It is important that we all work together, support each other and do our best to advertise and MARKET the market.

Bona Fide: We expect honesty, integrity and transparency with regards to products sold at Shinglekill Market. Your reputation is our reputation and vice versa.

- A. As in growers – the seller is the producer of the products being offered for sale, from lands they own or rent, with control over the production, harvesting and marketing of the products, and a financial interest in the products.
- B. As in craftsman – all crafts offered for sale are original in nature and produced in whole by the seller. No crafts shall be permitted that are derived from kits.
- C. As in homemade products – all products are produced, baked or manufactured by the seller and are original in nature. Baked goods should be from scratch and should not be from prepackaged mixes.

Conduct:

- A. All products offered for sale must be of good quality and condition. The market manager reserves the right to direct any inferior goods be removed from display.
- B. Each vendor in the market must be directly involved with, or knowledgeable about, the production of the produce or products being sold at the market.
- C. Vendors are responsible for the actions of their representatives, employees or agents.
- D. Vendors must always conduct themselves in a professional and courteous manner.
- E. Vendors are expected to be adults and professionals.
- F. Shinglekill Falls will generally have staff and security personnel on site. Please let us know in the event of a problem.

Logistical Information about our Market:

A. Advertising:

- a. Shinglekill Market will purchase and place lawn stakes throughout the community.
- b. We will make Social Media posts.
- c. We will have a dedicated Market website page at www.shinglekill.com
 - i. All vendors are encouraged to provide a short bio which we can place on the website and in social media posts.
- d. All participants agree to advertise the market on their own social media pages.

B. Set-Up and Breakdown:

- a. Vendor spaces will be assigned by the market manager on a first-come, first-served basis. We have the ability to host up to 35 spaces on the property.
- b. We will do our best to accommodate special requests, but these need to be provided in a timely fashion.
 - i. Let us know if you will require electricity.
- c. Each vendor will be responsible for all equipment and supplies for the setup of a booth, including tables and a tent. Please plan your booth setup with weather in mind.
 - i. Displays should be constructed in such a way that they do not block customer walkways nor pose any other hazard to customers.
- d. Tents, weights and tables will be available for rent on a first-come, first-served basis for a fee. **Supplies are limited**.
 - i. Weights \$10.00
 - ii. Tent \$15.00
 - iii. Table and chairs \$5.00
- e. All vendors are required to display an attractive sign with the name and location of their farm or business in a clearly visible location.
- f. Sellers must clearly post prices.
- g. Vendors are required to keep their market space neat and clear of obstacles, litter and debris.
- h. All produce displayed for sale must be at least 12" off the ground except for heavy or large items, such as pumpkins.
- i. Vendors may arrive as early as 12:00pm to be fully set up by 4pm.
- j. Vendors must wait until 6:45pm to start packing up their spaces and can only leave after the end of the market at 7pm.
 - i. Vendors may leave early only under extenuating circumstances and with the permission of the market manager.
- k. We are a carry in/carry out Farmers Market. You will be charged a \$15 maintenance fee if you leave behind garbage and debris that needs to be cleaned up by Market Staff.
- l. Parking:
 - i. We allow vendor vehicles to park behind their tents providing there is reasonable accommodation. Vehicles that do not fit within your space must be moved prior to the start of the market to the nearby Vendor Parking Lot.

C. Attendance:

- a. The Shinglekill Farmers Market operates on a light rain or shine basis (to a reasonable extent). Seasonal vendors are required to attend all dates in the market season unless the market has been officially canceled.
- b. Weather:
 - i. If the weather forecast indicates a 60% chance of high winds, thunderstorms or heavy rain **during the market hours** we will most likely cancel the market.
 - ii. An email blast, Facebook, Instagram and website notice will be posted by 12:00pm.
 - iii. Pre-paid Vendors will receive a refund in the event of weather cancellations.
- c. Vendors must notify the market manager no later than Saturday before the market day if they will be absent for that day.
- d. Vendors will not receive a refund of their registration fee for missed sessions unless deemed appropriate by the Market Manager.

D. Product and Sales:

- a. The use of the market is restricted to those who are bona fide growers, craft persons, producers of homemade products or other vendors approved by market management.
- b. Vendors may, on a limited basis, supplement their product line with additional NYS only products, as long as that product is otherwise missing from the market and the market manager has given permission for the supplement. This permission is valid for one season only and must be re-applied for each new season.
- c. All agricultural products may be sold at the market, including but not limited to locally grown fruits and vegetables, dairy products, meats, flowers, plants, honey products, maple products, NYS wines sold by a farm winery, eggs, herbs and related products.
- d. Craft vendors may sell products that they have hand-produced themselves.
- e. Bakers who have baked the products themselves and who possess the proper licensing from either the NYS Dept. of Agriculture and Markets or their County Dept. of Health.
- f. Prepared food vendors with a current mobile food service license.
- g. Products not specifically identified must be pre-approved by market management.
- h. All applicable food safety regulations, both state and local, must be adhered to at all times.
- i. Vendors must offer customers at least two forms of payment options. Ex) Cash & check or Cash & CC.

E. Required Certificates/Licenses/Insurance:

- a. Please send in with application and have a copy at your booth.
- b. Insurance: For Food & Beverage Vendors: Proof of general and product liability coverage in the amount of \$1 million dollars listing Shinglekill Falls Farmers Market and staff, Shinglekill Falls Bed and Breakfast, and The Forge at Shinglekill Falls LLC as additional Insureds.
- c. Sales Tax Certificate, if you sell taxable items.
- d. All appropriate permits as required for products being sold: i.e. health permits, 20C Exceptions, farm winery permit, nursery license, dairy and meat permits, etc.

F. Payments:

- a. Payments can be made via cash, credit/debit, or check. Checks must be made payable to Shinglekill Falls Bed & Breakfast. Cash must be given in-person to Jill or Natalie – please don't mail cash! Contact Jill for credit/debit payments (845) 216-2587.

G. Per NYS:

- A. In addition to food safety protocols that are taken by farmers on the farm, farmers market operators should implement their own sanitary protocols. The market will follow all current CDC guidelines in preventing the spread of COVID-19. Farmers/vendors should be conscious of current COVID-19 safety protocols and should adhere to the following:
 - a. Frequently clean and sanitize surfaces and other frequently touched points of contact, including point of sale terminals.
 - b. Frequently wash hands with soap and water or use hand sanitizer containing at least 60% alcohol, if soap and water are not available. ****Gloves are recommended while handling products at the market****
 - c. Pre-package raw agricultural products, such as apple, potatoes, onion, etc to the greatest extent possible. All other foods, such as breads and baked goods, must be sold pre-packaged. Please refer to existing food labeling laws.
 - d. Be knowledgeable about the Food Safety at Farmers Markets Guidelines.
 - e. Frequently check the Department of Agriculture and Market's website for updates and additional resources.

H. COMPLIANCE AND INDEMNITY AGREEMENT:

I (we), the undersigned, have read the Rules and Regulation of the Farmers Market and do agree to abide by all rules and regulations.

I (we) further understand that failure to comply with the rules and regulations of the Farmers Market could mean dismissal from the market.

As a vendor, wishing to participate in the Farmers Market, I (we) agree to SAVE, HOLD HARMLESS and INDEMNIFY the Farmers Market, its sponsors, 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 Farmers Market, when such damages or liability arise out of acts on my (our) own, or of my (our) employees or associates, located at such site.

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

I (we) understand that the Farmers Market operates on limited funds. I (we) also acknowledge that the Farmers Market's beneficial purpose will be impossible to pursue if it is subjected to costly litigation. Therefore, I (we) hereby agree that as a condition of my participation in the Farmers Market, I (we) will resort to litigation against the Farmers Market, its officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) further agree that in the event I (we) are unsuccessful in my (our) litigation against, and I (we) will also pay the Farmers Market a reasonable attorney's fees.

I have read, understand and agree to abide by the Vendor Rules for the Shinglekill Falls Farmers Market. I have had the opportunity to ask any questions, and had my questions answered to my satisfaction.

Vendor Name, Please Print

Signature

Date

Any checks should be made payable to Shinglekill Falls Bed & Breakfast.

Feel free to contact:

**Jill Lamanec, Market Owner, 845-216-2587/Natalie Bryan, Market Manager, 813-957-1430
or email: shinglekillmarket@gmail.com**