

Town of Bethel
Bethel Community Market
2015 Regulations and Vendor Agreement

Mission Statement: The Bethel Community Market is committed to providing local, farm fresh seasonal produce, food, crafts and arts. We aspire to create a healthy community environment for the local downtown area.

1. **Governing Agencies:** The purpose of the Bethel Community Market (BCM) is to promote local, sustainable agriculture and provide consumers with seasonal, locally grown, healthy food. The governing board, BCM, has complete authority over the operation of the market, and reserves the right to limit and control the use of the space where the market operates. The Market Committee is designated as the representative of BCM in all matter involving the operation of the market and will be following the guidelines set by the Connecticut Department of Agriculture (CDA), BCM and the Town of Bethel's governing body.
2. **Obligations of market sellers to government agencies :** All sellers in the BCM (vendors) and Non-Profit Organizations as defined in Paragraph 6 (hereinafter referred to collectively as "Vendors") must comply with all BCM, Town of Bethel, State of Connecticut and U.S. Government regulations and requirements. All Vendors must conform to all requirements of all pertinent health agencies and must maintain all pertinent health documents at their market site to be produced upon demand. Vendors must adhere to additional requirements of law and regulation as they arise, or any requirement that the Market Committee in their judgment believes necessary to maintain an orderly market. All scales must bear a Connecticut Department of Consumer Affairs seal. Any required sales tax charges and payment to the State of Connecticut are the sole responsibility of each vendor.
3. **Who may sell in the market:** Only Vendors who have satisfied all of the requirements of the BCM Regulations are allowed to sell in the market. No other activities other than selling of approved products will be allowed in the BCM without permission of the Market Committee, and in accordance with the restrictions of the Town of Bethel and the CDA.
4. **The Market Committee of BCM will act as administrator of the market:** Their duties will include: the collection of documentation from Vendors, the collection of dues and fees, and payment of financial obligations pertinent to each Vendors participation in the market; the maintenance of financial and administrative records; and resolving or forwarding to the proper authority any questions, comments or complaints involving the operation of the market.

5. **The procedure for becoming a member of the BCM is as follows:** The applicant will submit to the Market Committee an application and list of all products the applicant wants to sell in the market, as well as any other information or documents that the Market Committee may request, in order to determine the eligibility of the applicant to sell in the market. The Market Committee will then determine, based on the desired number and variety of Vendors, whether or not to accept the applicant as a member of the BCM. Membership in the BCM shall be for one season only and all Vendors must reapply each season thereafter. All members of the BCM must sign a Bethel Community Market Agreement signifying agreement to abide by the BCM Regulations. For purposed of clarity, all BCM members are Vendors who have been approved by the Market Committee.
6. **Non-Profit Organizations:** There will be one 8 ft table space available to local non-profit agencies who would like to share information about their organization with the market community. These organizations will not pay a fee for their space.
7. **The hours of operation of the market:** The market will be held on the First & Third Friday's of the month, June-August. Vendors will be on the front lawn of the CJ Hurgin Municipal Center at 1 School Street in Bethel, Connecticut. BCM hours are 4:00 pm to 7:00 pm. Set up may begin no earlier than 3:00 pm and there will be no selling or bagging before the 4:00 pm opening. Any vendors violating these requirements will be suspended for the following selling day. Any changes in hours of operation will be posted two weeks in advance of such changes, should any change occur.
8. **All selected BCM vendors are requested to submit all of the documents required for them to sell in the market by June 1st of the market year.** If you produce your product or use a commercial kitchen contact the Bethel Health Department to obtain a temporary event permit. You will need to do this a minimum of 10 days before the first market. Farmers *only* selling fruits and vegetables do not need to contact the health department. Contact: Bethel Health Department at 203-794-8539.
9. **Indemnification:** All Vendors agree to defend, indemnify and save harmless the Town of Bethel, CT, BCM the Market Committee and all other Vendors and their respective officers, directors, employees and agents from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorney's fees and costs of suit, investigation fees and expert fees) of whatever kind or character, on account of any actual or alleged loss, injury or damage to an person, firm or corporation or to any property, arising out of or in connection with the negligent actions or omissions or willful misconduct on the part of the Vendor.

10. **Insurance** : All Vendors upon submission of the application will provide a Certificate of Insurance naming the Town of Bethel, 1 School Street, Bethel, CT as an additional insured with a minimum of liability coverage of Five Hundred Thousand (\$ 500,000.00) dollars which shall also list and include products liability coverage.
11. **Limitation of Liability**. IN NO EVENT SHALL BCM, THE TOWN OF BETHEL, THE MARKET COMMITTEE AND/OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MCFM, THE TOWN OF BETHEL, THE MARKET COMMITTEE AND/OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS LIABILITY FOR DIRECT OR ANY OTHER TYPE OF DAMAGES SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE REGISTRATION/SITE FEE PAID BY THE VENDOR TO MCFM PURSUANT TO THIS AGREEMENT.
12. All selected vendors will need to submit a site fee of \$25 upon notice of acceptance into the BCM.
13. **Each Vendor is responsible for setting up and closing down his/her site.** Each Vendor must provide cover for the site to protect the customer for the elements. Each Vendor must leave the site the way he/she found it.
14. **Each Vendor is required to prominently display the name and location of his/her business and contact phone number.**
15. **Fair pricing:** All products must be labeled and all prices must be clearly marked. All scales must be in good repair and bear a Connecticut Department of Consumer Affairs seal.
16. **All Vendors and their employees must act professionally.** They must be courteous and honest with all customers. There will be no profanity, shouting or causing of a disruption to the market. All vendors and their employees must dress in appropriate attire. No offending body parts should be exposed. Vendors and their employees are not allowed to smoke at their site while the market is open.
17. **SFMNP Certification is required for those who are eligible.**
18. **There will be no refunds of payment of any fees, unless not selected for market by the Market Committee.**

19. **Any questions, comments or complaints should be directed to the Market Committee in writing.** The Market committee will make a final and binding determination concerning all issues, including the referral of any serious issues, when appropriate, to other relevant entities or authorities. Please note submissions may be sent to farmersmarket@bethel-ct.gov.

20. This Bethel Community Market at CJH Municipal Center 2015 Regulations and Vendor Agreement will be governed by, and construed in accordance with the laws of the State of Connecticut, without regard to the conflicts of laws provisions thereof. By signing below, Vendor agrees to exclusive jurisdiction in the state courts of the State of Connecticut.

By : _____
 (insert vendor's full corporate name)

Name : _____

Title : _____

Date: _____

By: Bethel Community Market
 Name : Market Committee
 Date :

Please sign and date this document and mail with payments to :
 Bethel Community Market
 First Selectman's Office, 1 School Street, Bethel, CT 06801

Bethel Community Market
 2015 Application Form

Thank you for your interest in the Bethel Community Market. Please provide the following information. Applications are considered on the availability of space, the diversity of offerings at the market and the Vendor's ability to meet the criteria outlined in the Bethel Community Market guidelines.

The BCM is a market focused on providing fresh, local and healthy food. BCM members pay a registration fee of \$25.00 before June 1, 2015;

I acknowledge that I have read the BCM guidelines and agree to adhere to the rules of the Committee if accepted.

 (signature) (date)

Contact Name: _____

Farm / Business : _____

Street address : _____

City/State/Zip : _____

Phone : _____ Cell : _____

Email : _____

Website : _____

Which of the following best describes your work? (check all that apply)

- Fruit and Vegetable Grower
- Apiary
- Cheesemaker
- Plant and seedling grower
- Maple sugaring
- Soaps
- Food preservation (pickle, jam, etc)
- Fisher person

Please list all of the items you plan to sell at the market

Tell us about your farm/business (how long have you/your family owned it, what size is it, any special practices or certifications). If this information is available on your website, you can simply indicate that.

Please indicate the number of 10' x 10' units of market space you require.

Additional documentation: With your application, please submit copies of the following:

CT Department of Agriculture crop plan, copies of health permits (if applicable) and all other pertinent licenses (ie. food processor, shell fish license).

Market Vendors selling jams, jellies, honey and/or processed, manufactured and/or acidified commercial food, signed off as acceptable by the State of CT Department of Consumer Protection DCP, must submit documentation verifying product acceptability with vendor application.