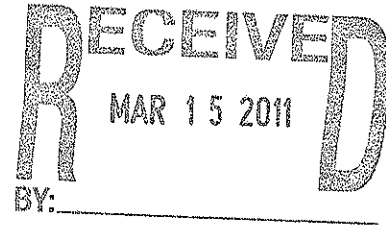


3-9-2011



Kentucky Department of Agriculture  
Attn: Sharon Spencer  
100 Fair Oaks Lane  
5<sup>th</sup> Floor  
Frankfort, KY 40601

Dear Mrs. Spencer,

My name is Dale Mercker and I am the new chairperson at Beargrass responsible for running the St. Matthews Farmers Market. We are very excited about the upcoming season and have a wide range of vendors participating again this year. We are also excited about our new Market Manager, Stephen Yates, who previously worked for the Kentucky Department of Agriculture.

Enclosed you will find the 2011 KDA Farmers Market Registration Form for the St. Matthews Farmers Market in Louisville. Also enclosed are copies of our 2011 application and our 2011 market rules and regulations. Please note that we have changed the name from "Heart of St. Matthews Farmers Market" to "St. Matthews Farmers Market". Please let us know if you need anything else.

We look forward to working closing with you this coming year and if there is any additional information you need please do not hesitate to contact us. Thanks for your efforts in helping bring Kentucky Grown food to our communities.

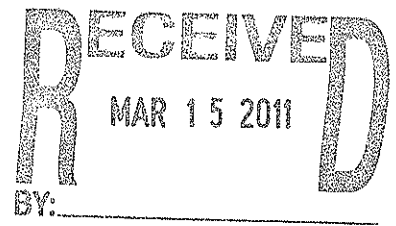
Sincerely,

A handwritten signature in black ink, appearing to read "Dale Mercker", written over a horizontal line.

Dale Mercker

[dmercker@yahoo.com](mailto:dmercker@yahoo.com)

502-419-4791



## Heart of St. Matthews Farmers Market

### Vendor Regulations and Rules 2011

Read these rules and regulations carefully before signing below. Keep a copy for your records – these rules are a part of your agreement with Heart of St. Matthews Farmers Market (hereinafter “the Market”). Please return a signed copy with your application. Failure to observe these rules and regulations may result in suspension or termination of your Market participation. If you have questions, contact the Market Manager or Beargrass Christian Church (502) 896-1161.

#### 1. Market Location and Time

- a. Beargrass Christian Church, 4100 Shelbyville Road, Louisville, KY 40207
- b. Season: May 14—October 8
- c. Day/Time: Saturdays, 8:00 am—12:00 noon

#### 2. Membership Categories and Fees

**Market Members include the following categories: Producers, Food Service Vendors, and Alternates.** The Market reserves the right to allow Guest Vendors, who are not Market Members, to participate. Guest Vendor participation is subject to the provisions outlined below.

- a. **Annual Market Membership Fee = \$75** (applies to producer vendors, food service vendors and alternates). All vendors must be members of the Market. Fee is dues with application.
- b. **Reserved Space Fee Schedule.** In addition to the membership fee, members pay a space fee.
  - i. **Producer Reserved Space Fee = \$100.** Guarantees producers a specific reserved space for all Market Saturdays. Larger vendors may reserve two spaces, subject to availability. Fee is due with application.
  - ii. **Reserved Space Fee = \$150** for the season. Guarantees food service vendors a specific reserved space for all market Saturdays. Use of water and **limited** electric is included. Food Service Vendors agree to limit their electric usage according to the limits the market manager. Fee is due with application.
  - iii. **Alternate Space Fee = \$25** for the season. Alternates will be called to fill reserved spaces based on a rotating schedule. Fee is due with application.
- c. **Guest Vendor Participation Fee = \$25** per occurrence (maximum fee = \$100). Guest Vendors are not market members but are allowed to participate in the Market as space is available. There will be a \$25 fee for each market Saturday the guest participates. Once a Guest Vendor has participated four (4) times at the Market, the Guest Vendor will not be charged for the remainder of the Market season and will be granted Market membership. Guest Vendors will be allowed space only if there is space available for the requested

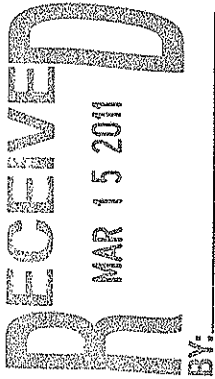
Market Saturday. Guest vendors will not be given an allocated alternate slot in the rotating schedule unless a current alternate drops out of the rotation.

### **3. The Market will be governed by the Market Committee**

- a. Eight (8) member Market Committee consisting of Beargrass Christian Church members and outside members, plus the appointed Market Manager.
- b. The Market Committee will seek to maintain product selection with appropriate numbers of vendors in the following categories.
  - i. Fruits/Vegetables
  - ii. Eggs/Meats/Cheeses/Mushrooms
  - iii. Plants/Cut Flowers
  - iv. Baked goods, jams, jellies
  - v. Honey, herbs, sorghum, soaps, candles, other
- c. One vending space will be reserved and maintained for the use of Beargrass Christian Church and its members.
- d. Day to day management of the Market will be the responsibility of the Market Manager.
- e. Grievance Procedures:
  - i. The Market Committee will be responsible for enforcement of the rules. Any formal complaints or grievances should be submitted in writing to the Market Manager or to a member of the Market Committee.
  - ii. Any Vendor deemed not in compliance with the regulations of the Market will receive the following from the Market Committee:
    1. First Offense = a warning for non-compliance
    2. Second Offense = a request to vacate the premises for a designated time period.
    3. Third Offense = banning from selling at the market for either one year or indefinitely. Reinstatement will be by application only.
- f. Decisions of the Market Committee are final as to all matters involving the operation of the Market.

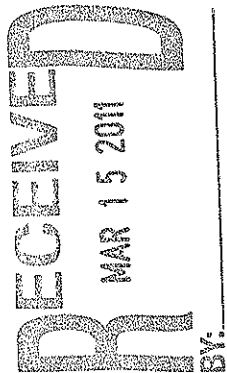
### **4. Product and Sales Regulations**

- a. Participation in the Market requires the submission of an application and selection by the Market Committee.
- b. All products and produce sold by vendors must be locally produced or grown by the individuals, families, groups or farms. Locally grown or produced is defined as Kentucky or



Southern Indiana (Bloomington and south). Products made from locally grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments etc.

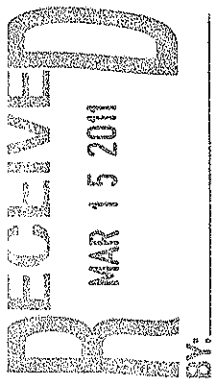
- c. In addition to agricultural, horticultural, and food items, non-edible products may be sold at the Market such as: dried flowers, dried flower arrangements, vine wreaths, gourds, body care products and beeswax candles. All materials must be found, grown, foraged and/or produced by the vendor on local farm or land.
- d. Consignment selling is permitted whereby a vendor (grower or producer) consigns his/her produce/product to be sold by another vendor, provided produce/products are grown/processed locally, as defined above. No items from the Louisville Produce Terminal, or any other wholesale outlets, are allowed.
- e. Only those items listed on the vendor's confirmation letter may be sold. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market.
- f. The Market Manager has the discretion to make allowances or exceptions for the sale of items not listed on a Vendor's confirmation letter, and/or the sale of non-resident products (items not made or grown locally) based on the potential benefit that doing so would add to the overall appeal and attractiveness of the Market. Exceptions may include food and drink items sold by prepared food vendors.
- g. Vendors are responsible for conforming their products or produce to applicable USDA standards and guidelines.
- h. The Market reserves the right to inspect or spot-visit any farm or establishment that is the source of any items sold or distributed at the Market, with advance notice if possible, as necessary throughout the season.
- i. Produce offered for sale must be grown, harvested and cared for post-harvest to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf life remaining, which may be useful for processing (i.e. sauces), must be labeled as such. The Market Manager may remove poor quality produce.
- j. All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension from the Market.
- k. Vendors selling processed food must be certified through the Kentucky Department of Public Health as either a Home-based processor or Home-based microprocessor (Kentucky HB 391), and hold a valid temporary farmers market food service permit. A copy of these permits must be provided to the Market Manager and displayed by the vendor at the Market.



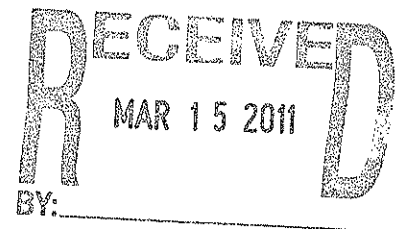
- l. Vendors will determine their own pricing. However, vendors are expected to refrain from engaging in the systematic or deliberate underselling of other vendors.
- m. No live animals will be sold at the Market.
- n. No drugs or alcoholic beverages will be sold or used at the Market.
- o. Smoking is not allowed at the Market.
- p. The Market will hold two meetings annually, one at the beginning of the season and one at the end. Vendors are required to attend the beginning-of-season meeting and are encouraged to attend the end-of-season meeting and market review.
- q. Rules and Regulations may be amended or revised from time to time by the Market Committee.

## 5. Rules of Operation

- a. The Market will open for business at 8 a.m. on designated Market days. Vendors should arrive by 7:00 a.m. and be set up and ready to sell when the Market opens. The Market will close at 12 noon. Vendors are expected to maintain their booth until closing and not engage in selling prior to Market opening or after Market closing. No vendor vehicles are allowed in the Market area between 8 a.m. and 12 Noon.
- b. Market prices for all items must be visibly posted.
- c. Vendors will operate their stands in a safe and sanitary manner, arrange their tables to create an attractive display, keep their sales areas clear of debris, and keep edible products off the ground.
- d. Vendors must be honest and courteous at all times. Disagreements with other vendors, the Market Manager, Market Committee, or customers must be handled in a respectful manner.
- e. Vendors, not the Market, are individually responsible for conforming to all city, state and federal laws including the securing of any licenses or certifications required for the operation of their Market space and for the items they sell or distribute at the Market. Vendors will comply with and satisfy their sales tax obligations.
- f. All scales used must be for legal trade, made for commercial use, and be inspected and sealed annually by the KDA Division of Regulation and Inspection.
- g. Vendors will clean their sales area and take home all refuse at the end of each market day. Vendors selling readily consumable items (all prepared food vendors) must provide an approved waste receptacle for used wrappers, napkins, cups, etc.



- h. Vendors who cannot attend the Market on any particular market day are expected to notify the Market Manager by 5pm on the Wednesday before the business Saturday. Absences without notice may result in space reassignment or termination from the Market.
- i. Vendors will be asked to provide their own paper bags. Plastic bags will be allowed into the Market by exception only. The Market plans to also provide reusable cloth bags as a service to all patrons.
- j. Reserved spaces will be assigned at the beginning of the season giving preference to vendor attendance and application order from the prior seasons. Those vendors with 90% + attendance have first option to retain their assigned space from the prior year. A designated area will be marked for food service vendors requiring electricity.
- k. Due to limited space in the Market area, all vendor vehicles (including trailers) must be parked in off-site lots determined by the Market Committee. Vendors are expected to park in the spaces provided around Harvey Brown Church. The Market Manager may make exceptions, rarely and selectively, at his/her discretion.



**6. Release and Indemnification**

- a. As a condition of participating in the Market, vendors recognize and acknowledge that they are ultimately responsible for their wares and conduct and agree to release, hold harmless, defend and indemnify the Market, the Market Manager, the Market Committee Members acting in that role, and Beargrass Christian Church (Disciples of Christ) Corporation, also referred to in these Rules and Regulations as Beargrass Christian Church, and its officers, directors, members, employees, and agents [collectively referred to as “the Protected Parties”] from and against all liability, claims, demands, losses, damages, costs, expenses (including attorney’s fees), fines, judgments, and penalties arising from:
  - i. Any failure of the vendor to abide by these Rules and Regulations;
  - ii. Any consumption or use of items that the vendor sells or distributes at the Market;
  - iii. Any presence, use, or misuse of an appliance, piece of equipment, vehicle or other item under the vendor’s ownership, possession or control while at the Market;
  - iv. Any action, inaction or other conduct by the vendor associated with the vendor’s participation in the Market;
  - v. Any lack of care, expertise or experience on the part of the vendor associated with the vendor’s participation in the Market;
  - vi. Any injury or loss the vendor may sustain in any way associated with the Market or conditions at the Market premises; and
  - vii. Any failure by the vendor to exercise supervision and control over its employees, helpers, agents, or representatives in any way associated with the vendor’s participation in the Market.
- b. If any of the foregoing provisions should at any time be held unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO BE BOUND AND ABIDE BY THEM IF ALLOWED TO PARTICIPATE IN THE HEART OF ST MATTHEWS FARMERS MARKET:

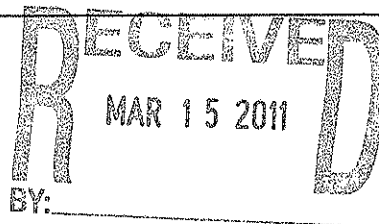
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Applicant signing above:

\_\_\_\_\_  
Print name of Farm or Vendor

\_\_\_\_\_  
Email address:



**St. Matthews Farmers Market  
Application  
2011**

Name of Farm or Business \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_ Website: \_\_\_\_\_

List or describe all produce or products to be sold \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would you like to reserve a space for the entire season? \_\_\_\_\_

If you are not selected for the entire season you can be considered as an Alternate. As an Alternate you will be given 5-6 dates for the season to have a space. If you want to be considered as an Alternate please circle one: YES NO

Do you have a home-based processing certificate? \_\_\_\_\_

Do you carry liability insurance? \_\_\_\_\_

Mail to:

Beargrass Christian Church  
Attn: Farmers Market Committee  
4100 Shelbyville Rd  
Louisville, KY 40207

Email to: dmercker@yahoo.com

