

# Califon Farmers Market



**CALIFON**  
United Methodist Church



**Califon Area Merchants  
& Professionals Association**

## **2017 Farmers Market Agreement**

### Market Purpose

The Califon Farmers Market is operated as a partnership between Califon United Methodist Church (“Church”) and the Califon Area Merchants and Professionals Association (“CAMPA”). The Market is open 9 am to 1 pm from June to October on the dates listed below. The Market provides to local vendors, the opportunity to sell what they produce directly to area residents. The Market helps to:

- support family farms and preserve farm land and open space
- increase commerce in the local area
- increase interaction between residents, farmers, and businesses
- enrich the quality of life in our borough and the surrounding communities.

The Market operates with the hope to expand marketing opportunities for local farmers and businesses, to encourage sustainable agriculture, increase public access to fresh locally and sustainably grown, healthy farm products and to support local food security.

### Market Dates for 2017

June 24, July 8 , July 22, August 12, August 26, September 9, September 23, October 14

### Location

We are located on the property of the Church. The church property sits right on the bank of the Raritan River. The market will be set up around the gazebo on the front lawn. Church will check the property prior to the Market opening each Saturday to insure that the grounds, parking area, sidewalk and the marketing area are clear of any slip and fall hazards.

# Califon Farmers Market

## Market Rules and Regulations

### **FARMER AND VENDOR ELIGIBILITY**

All farmers/vendors must complete and submit to the Market Manager a signed copy of this application form and a certificate of insurance. Applications must be submitted at least two weeks prior to the beginning of the Market season. Farmers/vendors must have Market approval before attending the Market, and the Market reserves the right to deny approval of applicants. No re-sale items are permitted. Limited crafts will be permitted on a case-by-case basis to be determined by the Church and CAMPA. Vendors must wear shirts, pants or shorts/ skirts and shoes. In addition, there is no hawking or amplified advertising.

### **MARKET HOURS**

All farmers/vendors must arrive at the Market site early enough to be set up and ready to sell when the Market opens at 9 a.m. They must remain open the entire time the Market is open (until 1:00 p.m.)

### **ATTENDANCE**

Farmers/vendors **must** let the Market Manager know before Market Day if they cannot attend the Market. Farmers/vendors, their family members, and employees are allowed to sell at the Market. Arrangements may be made for farmers and vendors, who are unable to staff their own stalls, to sell cooperatively at other stalls.

### **INCLEMENT WEATHER**

Church, as owner of the property, in its sole discretion, will cancel the Market in inclement weather.

### **MARKET FEES FOR 2017**

\$200 for 8 weeks, \$100 for 4 weeks

*Please note that there will be no refunds given to vendors who are unable to attend the market or for cancelations due to inclement weather. Vendors must participate a minimum of 4 weeks.*

### **WHO MAY SELL AND PRODUCTS THAT CAN BE SOLD**

The Market is a producer-only market: Vendors such as farmers, business owners, farmer's family members, employees or volunteers familiar with the farm or business's practices and products being sold may sell. Farmers/vendors may only sell crops or other farm products that they grow and produce themselves, with exceptions as listed below.

#### ***Exceptions:***

1. Farmers may sell items cooperatively (taking turns) for other farms whose applications have also been accepted for the Market. Farmers selling must be familiar with the growing practices of all products they are selling and must clearly indicate by signage the name(s) of the farm(s) producing the product.
2. A farmer may sell a locally produced farm product from another local farm. The farmer selling must clearly indicate by signage the products grown by his or her farm and the farm from which other products are grown and must clearly separate these two categories in the farmer's display.
3. Periodically special events may be scheduled during which other non-food vendor exceptions may be made.
4. The Market will allow no more than two Non-Profit organizations to sell products during each Market.
5. Certain crafts will be allowed under the market manager and committee's discretion.

*Please note that tobacco and alcoholic products are not permitted to be sold.*

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## **SIGNS AND POSTED PRICES**

Farmers/vendors must display signs giving their names or that of their farm, town, and state. Farmers/vendors must have signs listing the prices of every item offered for sale. All required signs must be in place before sales begin.

## **ORGANIC CERTIFICATION & OTHER CERTIFICATIONS**

Farmers/vendors offering Certified Organically Grown or Certified Naturally Grown products must display a sign giving their organic farm certification and listing the certifying organization. Farmers/vendors must clearly separate and label organic and non-organic produce offered for sale in the same display. Farmers/vendors are encouraged to let the customers know how your produce and fruit are raised.

## **SPACE**

The Market will assign spaces at the market. Vendors may not lease or lend market stalls. Vendors' displays must not limit the view or access of customers to other stalls.

## **SUPPLIES AND EQUIPMENT**

Farmers/vendors must provide all equipment they need for the market, including (but not limited to) scales, bags, tables, chairs, shade structures and generators. Farmers/vendors sold by weight must identify the net weight of the contents.

## **HEALTH REQUIREMENTS**

Farmers/vendors must comply with the Minimum Food Safety Requirements for Product Sales, Farm Markets and Community Farmer's Markets. Farmers/vendors must follow Hunterdon County Department of Health regulations when handling food at the farmers' markets. Farmers/vendors are responsible for complying with New Jersey state laws concerning preparation and labeling of baked, processed, and perishable foods. Stalls may be subject to inspection by health authorities.

## **SITE SANITATION AND APPEARANCE**

All market participants must clean their sales and work areas at the end of the market, remove all product residue and refuse from the market site, remove empty boxes, and are responsible for taking their own garbage. Farmers/vendors must keep their stall areas clean and attractive, i.e. clean table coverings, boxes and other containers placed underneath tables, and stalls kept free of product residuals and other litter. Farmers and vendors must avoid making ruts in the sod and repair any ruts made. Failure to do so may result in fines or denial of permission to sell. Farmers/vendors are responsible for any damages that occur on church property from their use of the space beyond normal wear and tear.

## **PUBLIC SAFETY**

Farmers/vendors should exercise caution in parking vehicles and when unloading, reloading, and leaving. Vendors are not permitted to drive on the lawns of the church. Vendors should check their selling areas to be sure the tables, boxes, power cords, the vehicle or its contents, or any other item brought to the market presents no hazard to pedestrians, motorists, or vehicles. Canopies must be adequately secured in windy weather to prevent accidents.

## **INSURANCE REQUIREMENTS**

Each farmer/vendor shall obtain a minimum of \$1,000,000 General Liability insurance coverage together with products and premises liability coverage and a Workers Compensation policy with \$100,000/\$500,000/\$100,000 and Automobile insurance if applicable. The coverage may otherwise be provided as a FCPL (farmers comprehensive personal liability) or farmers liability endorsement to the farmer's or vendor's homeowners insurance contract. **Califon United Methodist Church and the**

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**Califon Merchants and Professionals Association shall be named as additional insured for Liability as required by the application agreement. In addition, all farmers/vendors must all sign the hold harmless agreement that accompanies this application.** The insurance carrier must have an A M Best rating of A- or better. Insurance and all applicable endorsements evidencing the insurance required under these rules and regulations shall be submitted to the Market Manager before the vendor's first day at the Market. The insurance policy must be primary and non-contributing. The vendor waives all rights of recovery/subrogation against the Church. **Each farmer/vendor must provide a certificate of insurance that names Califon United Methodist Church and CAMPA as an "additionally insured" so that it can be reviewed for compliance.** Failure to obtain such insurance coverage or failure to furnish the certificate of insurance required shall constitute a breach of the Market Rules and Regulations by a farmer or vendor, and disqualify the farmer or vendor from participation in the Market. The required insurance shall be maintained throughout the farmer/vendor's period of participation in the Market and will be kept on file for 3 years.

## **PERMITS and TAXES**

Farmers/vendors are responsible for all licenses required to sell their farm products. Farmers/vendors are responsible for collecting and paying sales tax on items requiring payment of sales tax.

## **INSPECTIONS**

The Market Manager reserves the right to visit any farm or vendor with advance notice to inspect agricultural operations and the production, processing, handling or storage of crops or products sold at the Market. Two (2) members of the Church will be on site during the time of the Market and will be available to supervise and oversee all activity and gather information in the event of an incident.

## **MANAGEMENT AND APPLICATION OF RULES**

The Market Manager is responsible for the operation and management of the Califon Farmers' Market. All the communication regarding the Market should be addressed with the Market Manager. The Market Manager and his or her designees are authorized to make all administrative and operational decisions at the Market site including assignment of spaces, enforcement of the Market Rules and Regulations, and collection of Market fees and sales reports. Farmers/vendors give Califon Farmer's Market permission to use photographs of them at the market in print or online for the purpose of publicity. Violations of the Market Rules and Regulations may result in reassignment of Market position or loss of permission to sell at the Market.

## **Contact Information**

Email: [califonumc@gmail.com](mailto:califonumc@gmail.com)

Tel.: 908- 832-2318

Address: 15 River Road, P.O. Box 305, Califon, NJ 07830

## **Application**

If you would like to participate at Califon Farmer's Market for the 2017 season, please fill out the form on page 2 and send it to the market manager via email or mail at the address listed above, along with copies of any licenses, permit(s) and certificates of insurance. **Due date for application and payment submission is Monday, May 1, 2017.**

# Califon Farmers Market

## 2017 Califon Farmer Market Registration

Name of vendor(s):	
Name and address of business:	
Contact:	
Telephone:	
Email:	
Website:	
Dates of Market Attendance (for those selecting the 4 week rate).	
Product(s) sold:	Fruit <input type="checkbox"/> Vegetables <input type="checkbox"/> Baked goods <input type="checkbox"/> Meat <input type="checkbox"/> Eggs <input type="checkbox"/> Dairy/cheese <input type="checkbox"/> Flowers/plants <input type="checkbox"/> Berries <input type="checkbox"/> Jams/sauces <input type="checkbox"/> Cider <input type="checkbox"/> Honey <input type="checkbox"/> Other <input type="checkbox"/> (please specify: _____ )
Other relevant information about your business and/or products:	
Insurance Provider: (Certificate of Insurance must accompany this form)	

**Please make all checks payable to CAMPA. Please write Farmer's Market on the memo line.**

Email or mail this registration and certificate of insurance to:  
 Mail: Califon United Methodist Church, 15 River Road, P.O. Box 305, Califon, NJ 07830  
 Email: califonumc@gmail.com

# Califon Farmers Market

## Hold Harmless/Indemnification Agreement

This is an agreement between

Califon United Methodist Church

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("Church")

and

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("Farmer/Vendor")

entered into this agreement on \_\_\_\_\_ for use of premises located at  
15 River Road, Califon, NJ 07830

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Farmer/Vendor agrees to save, indemnify, and keep harmless Church against all liability, claims, judgments, demands, expenses, and costs including, but not limited to attorney fees, and liabilities and including demands arising from injuries or death of persons, including Farmer's/Vendor's employees, and damage to property in which Church shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with Farmer's/Vendor's use of Church property, including, but not limited to, acts or omissions of Farmer/Vendor, his/her employees, volunteers, participants, agents, invitees or anyone associated with Farmer/Vendor at the Church property. It is the intention of the parties that the indemnity provided by this agreement provides for indemnity to the Church for the Church's own acts of passive negligence that solely or contributorily cause liability to the Church, but Farmer/Vendor is not indemnifying Church for the Church's own acts of active negligence that solely or contributorily cause liability to the Church.

Furthermore, Farmer/Vendor understands and agrees to all requirements listed in the aforesaid 2017 Farmers Market Agreement as if repeated in full herein.

Signed \_\_\_\_\_  
(Church Representative)

\_\_\_\_\_  
(Farmer/Vendor Representative)

\_\_\_\_\_  
(Print Name of Church Rep. and Title)

\_\_\_\_\_  
(Print Name of Farmer/Vendor Rep. and Title)