

LAKE BLUFF FARMERS' MARKET

2017 RULES OF OPERATION

INTRODUCTION

The Village of Lake Bluff Farmers' Market ("Market") is held on the Village Green located at the intersection of Sheridan Road and E. Scranton Avenue. The Market is scheduled to take place each Friday from June 9 through October 13, 2017 (7:00 a.m. to 12:00 p.m.). Given the ever increasing number of farmers' markets sprouting up in the Chicagoland region, northeastern Illinois has come to offer a variety of farmers' markets to local shoppers. With a reputation for being one of the best markets in Lake County, the Farmers' Market Committee encourages its vendors to be selective in choosing to participate in farmers' markets that are in close proximity to Lake Bluff. This will help to better celebrate the family-friendly style and uniqueness that Lake Bluff offers.

PRODUCER DEFINITION

A grower or producer is a person offering for sale articles for human consumption, such as fruit, vegetables, edible grains, nuts and berries, apiary products, maple sugars, syrups, and non-edible articles, such as cut or potted flowers, which articles have been raised or prepared by the grower or producer, members of the family or by persons in their employ, as well as knife sharpening services. The participant may not bring in products they have not raised or have bought from someone else for resale at the Market. If this rule is violated and substantiated, the participant will be asked to leave and forfeit any fee paid.

ENFORCEMENT OF RULES

Market participants must at all times conform to Market rules. The Market Manager has full authority to enforce all rules. Any Market participant failing to comply therewith will lose their space at the discretion of the Village Administrator and Farmers' Market Committee. The Market rules supplement Village Code and other provisions.

MARKET HOURS

The Market generally operates on Fridays from June to October, from 7:00 a.m. to 12:00 p.m. Producers are requested to have their stations in place by 6:30 a.m.

PARKING RULES

Parking spaces are limited adjacent to the Village Green, therefore parking decisions are at the discretion of the Market Manager. The vendor should notify the Market Manager if they are unable to attend a particular Market. This courtesy will allow the Market Manager to save your location at the Market.

DISPLAYING AND SELLING GOODS

Goods may only be sold directly from trucks upon the discretion of the Market Manager. Participants must furnish their own tables, chairs or other display items. Participants may not erect signs of any kind other than placards on their produce. All items must be clearly marked displaying prices in full view of customers. In case of rain, producers must provide their own protection as the Market does not provide shelter.

PRODUCERS CONDUCT

Producers at the Market, as well as their employees, shall at all times conduct themselves in a pleasant and courteous manner. Producers and their employees shall avoid using all unduly loud, vulgar, profane or otherwise disagreeable language. They shall further avoid all appearance of having been or being in a drinking or intoxicated condition. In addition, smoking is prohibited by vendors and their employees. Vendors shall further avoid any belligerent action or actions, which lead to or promote disputes, disagreements or altercations with other producers, prospective customers, visitors or any other persons on the Market premises. In the event other persons, other than a producer or his employees, cause or promote an altercation or dispute with a producer, the producer shall seek the advice and assistance of the Market Manager.

GENERAL REGULATIONS

Producers shall not:

1. Sell apiary products, maple sugars or syrup and processed food unless properly labeled in accordance with State Standards for Labeling.
2. Sell or offer any article according to weight except in accordance with the established standards for weight in the State of Illinois.
3. Sell or offer any article and/or service for sale, which is not theirs, their family's or a person's in their employ.
4. Sell or offer any unwholesome or spoiled articles.
5. Attract attention to their goods by hawking or crying out.
6. Sell or offer any article without obtaining an Illinois State Tax License for the current year and have it in their possession.
7. Transport or display foods without adequate protection against contamination. Delivery trucks and other equipment used for transportation and display shall be kept clean at all times.
8. Allow any waste, garbage or any other refuse to remain in or near their space after the closing hour of the Market day. The producer is responsible for the removal of all such waste from the Market grounds.
9. Bring any pets or animals to the Market.

ORGANIC PRODUCE

Participating farmers may bring in organically grown produce. Organically grown produce must be certified by a USDA sanctioned organization with a copy forwarded to the Farmers' Market Committee.

LIABILITY AND INSURANCE

Proof of insurance, which names, the insurance company issuing the policy in an aggregate event amount not less than \$2,000,000 is required for all participants. The insurance policy must list the Village of Lake Bluff ("Village") and hold harmless its officers, employees, and agents from all losses, damages, injuries, claims, demands and expenses arising out of the operation of the event conducted on public property or as required by the Village's insurer. The Village shall be listed as a Primary Holder with no limitations in a manner required by the Village's insurer. **In order to comply with the insurance requirements, Vendors must list the following wording on all insurance endorsements: "The Village of Lake Bluff and its officials, agents, employees and volunteers."** In addition, the Village requires participants to have proof of said insurance with them at all times when present at the Market, as well as on file at Village Hall. The Village will not be responsible for theft or damage of property or equipment from the stalls, or elsewhere on the Market premises.

QUESTIONS OF PRODUCE LEGITIMACY

The following procedure will be used if the origin of a vendor's product is in question:

1. The person challenging the legitimacy of a farmer's product should first discuss the complaint with the Market Manager.
2. Should the matter not be resolved in this manner, then a signed complaint should be put in writing and given to the Market Manager.
3. The challenged farmer will be told by the Market Manager of the complaint and informed that if they do not produce the questioned goods, they should cease to bring them to the Market.
4. If the farmer in question continues to bring or offer for sale the challenged produce and a second written complaint is entered, the farmer is notified that an inspection will be made of the specific location listed on the Farmers' Market application as to where such items are reportedly grown.
5. If the complaints are such and the amount is sufficient, it is the discretion of the Market Manager to make the recommendation that the farmer be removed from the Market. Also, no portion of the Market fee will be refunded.

PRODUCER SPACE RENTAL FEE

The total fee for the producer space shall be \$275.00. The fee may be paid in full or a \$50 deposit with the remaining balance due before the Market begins.

PARTICIPATION BY VILLAGE BUSINESSES

Businesses located within the Village of Lake Bluff may not directly participate as vendors in the Farmers' Market.

MUSICAL ENTERTAINMENT

Live musical entertainment is encouraged at the Market and is at the discretion of the Farmers' Market Committee. Participating musicians must provide talented, tasteful and artistic music to enhance the customer and vendor experience and the overall quality of the Market. Tips or payments of any kind from Market participants are prohibited. Musician self-promotion and amplified sound is permitted at the discretion of the Market Manager. Musicians are held to the same standard of conduct as Market vendors. Additional information is available by contacting Village Hall at 847-234-0774.

REFRIGERATED GOODS

Please list all items for sale

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

OTHER GOODS

Please list all other items for sale

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CONDITIONS, LIABILITY WAIVER, HOLD HARMLESS AGREEMENT & COMPLIANCE AGREEMENT

1. Conditions:

The undersigned hereby makes application for permission to participate in the Village of Lake Bluff Farmers' Market. It is understood that all Village ordinances and codes shall be adhered to, and that any violation of a Village ordinance, code or State Statute, or the Farmers' Market Rules of Operation shall mean automatic revocation of this permit. It is further understood that this permit shall be void if the applicant does not comply with all requirements specified by the Office of the Village Administrator, as part of the approval process.

2. Release From Liability:

"I agree to waive and relinquish any and all claims I may have arising out of, connected with, or in any way associated with the activities of the special event. I do hereby fully release and discharge the Village of Lake Bluff and its officials, agents, employees and volunteers from any and all claims from injuries, including death, damage, or loss which I or my organization may have, or which may occur in connection with the special event."

3. Indemnity & Defense:

"I further agree to indemnify, hold harmless, and defend the Village of Lake Bluff and its officials, agents, employees and volunteers from any and all claims from injuries, including death, damages and losses sustained by me, or my organization, or any other person connected with, or in any way associated with the activities of the special event."

4. Compliance With Application:

"I agree to sell or offer for such sale in the Lake Bluff Farmers' Market, only such items as listed above, as are my production on the above described property." Also, "I accept full responsibility for all activities and conduct on behalf of myself, business and employees.

Signature of Applicant: _____

Date: _____

Please remit all checks, contracts and correspondence to:

*Village of Lake Bluff, Farmers' Market Committee
40 E. Center Avenue
Lake Bluff, Illinois, 60044.*

LAKE BLUFF FARMERS' MARKET INFORMATION SHEET

NAME OF BUSINESS: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

PRIMARY PRODUCT: _____

NUMBER OF YEARS IN BUSINESS: _____

FAMILY INVOLVEMENT IN BUSINESS (years): _____

MEMBERS OF YOUR FAMILY INVOLVED IN THE BUSINESS TODAY:

WHAT ARRANGEMENT HAS YOUR BUSINESS MADE TO ACCOMMODATE STAFFING LEVELS THROUGH THE DURATION OF THE SEASON?

PLEASE PROVIDE A BRIEF SUMMARY YOUR BUSINESS' HISTORY:

Please return with your completed application and payment.