

UPPER MERION FARMERS MARKET (UMFM)
2021 MARKET RULES & REGULATIONS

Upper Merion Township is a sponsor and operator of “*Upper Merion Farmers Market*” located at 175 West Valley Forge Road, King of Prussia, PA 19406 (“UMFM”).

The goals of the UMFM are to: (1) support our local economy by providing opportunities to local producers to sell their produce and products directly to residents of Upper Merion and surrounding communities; (2) provide fresh fruits, vegetables, meats, cheeses and other farmers’ market products to local residents; (3) enrich the quality of life in Upper Merion through supporting an environment for community gatherings, education and interaction between residents and farmers; and; (4) support sustainable agriculture in Pennsylvania and expand its public health and environmental benefits.

The following are the UMFM Rules & Regulations for the 2021 market season. All producers accepted for the 2021 market season shall abide by the UMFM Rules & Regulations.

LIST OF PERMITTED MARKET ITEMS:

- Vegetables grown from seeds, sets, or seedlings by the producer
- Fruits, nuts, or berries grown on land owned or leased by the producer
- Plants grown by the producer from seed, seedling, transplant or cutting
- Bulbs propagated by the producer
- Eggs produced from the producer’s poultry
- Dairy products from animals raised by the producer
- Meats and poultry from animals raised by the producer
- Products from animals raised by the producer
- Honey produced from the producer’s bees
- Cut or dried flowers grown by the producer
- Preserves, pickles, relishes, jams and jellies made by the producer
- Baked goods baked by the producer
- Other products approved at the sole discretion of the market

All produce and products must be grown, produced or made by the producer with a radius of 100 miles from the UMFM. Producer-grown shall mean all planting, pruning, fertilizing, and harvesting is undertaken by the producer, members of the producer’s household or persons directly employed and paid by the producer. **Producers may not sell products purchased from wholesale or retail sources.** Violation of this rule will result in the producer being prohibited from selling at the UMFM.

TERMS & CONDITIONS OF SALE:

All items offered for sale at the market must be first quality, unless expressly posted as “seconds”.

All items shall meet the applicable federal, state, and local rules and regulations.

It shall be the responsibility of the producer to obtain any and all applicable approvals and/or licenses prior to selling of his/her product(s). By way of example only: A producer selling meat or other animal products regulated by the USDA shall have USDA certification; any producer selling baked goods and items such as preserves, jams, jellies and the like shall maintain a commercial kitchen license or such

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other license as required by law. Producers must display all applicable regulatory approvals while selling at the UMFM. Producers also must inform UMFM of any change in approval or licensing status immediately upon receiving notice of a change. Producer agrees that the violation by the producer of such applicable laws may be deemed by UMFM to be a material breach of this agreement.

All items for sale shall be clearly posted. No item shall be sold unless the price of the item is clearly displayed. All required signs must be in place before sales begin.

Producers accepting Farmers Market Nutrition Program (FMNP) and/or Senior Farmer Market Nutrition Program (SFMNP) vouchers shall clearly display his/her authorization.

Prices shall be established only by individual producers. Collusion among producers to raise or lower prices or to exert pressure or persuasion to cause any producer to increase or decrease selling prices is strictly prohibited.

Only products certified by Pennsylvania Certified Organic certification program may be labeled "ORGANIC".

Items may be sold by the pound, bunch, piece, or measured container. Scales utilized at UMFM must be inspected and sealed annually by the Montgomery County Department of Weights and Measures. Containers of food sold by weight must identify the net weight of the contents.

MARKET OPERATION:

The 2021 market season shall begin on Saturday, May 15, 2021 and end on Saturday, November 20, 2021. Selling hours are Saturdays, 9:00AM to 1:00PM. No selling may take place prior to 9:00AM. UMFM shall assign spaces to producers.

Producers may arrive for set-up between 8:00 to 8:45AM. Producers must arrive at the market site no later than 8:45AM to set-up and be ready to sell at 9:00AM. No vehicles shall be permitted to enter the market area after 8:45AM. Producers must vacate the UMFM no later than 2:00PM and all clean-up must be completed.

Producers must notify UMFM at least 24 hours in advance if they cannot attend due to circumstances beyond their control. Producers must sell for the entire market day (1:00PM). More than 3 absences without proper notification could result in termination of this contract. (See pg. 4 under "Default Provisions").

Each producer shall provide all equipment (scales, tables, containers etc.) required for selling his/her items. Each producer shall also provide a canopy/tent and shall post the name and location of his/her farm or business at his/her assigned space. Producers' displays shall not however limit the view or access of customers to other producers.

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All products shall be displayed in an attractive manner. Each producer shall maintain a clean and healthful condition within his/her space and leave that area free of debris prior to leaving the UMFM each market day. Each producer shall remove his/her own garbage and shall not use trash cans located at the UMFM for disposal of trash.

Producers shall be pleasant and courteous to the public and other producers at all times. Producers shall not engage in solicitation, collection drives, political, or religious activities, gambling or smoke/chew tobacco, drink alcohol or possess or use any controlled substance.

UMFM reserves the right to visit any producer or farm with advance notice and to inspect the production of crops or products sold at the UMFM.

MARKET FEES:

The market fee includes space for a vehicle and a display space totaling no greater than the width of two or three parking spaces, depending upon your choice. * Sometimes you will be placed into a single parking space regardless (fee does not change). This will depend on how full the market is each week (single parking space measures 10x10 and fits display - vehicle will need to be moved to a separate location). **Full and partial season vendor fees must be paid in full via Community Pass or check. Must be paid by May 5, 2021**– split/deposit payment is no longer permitted. Please make checks payable to: **Upper Merion Township**. No refunds will be given after payment is submitted.

***** NO payment is required with application submission, DO NOT mail checks *****

<u>1. Full Season Vendor (28 weeks)</u>	<u>2 Parking Spaces</u>	<u>3 Parking Spaces</u>
	\$350.00	\$435.00
Add Electric: \$140		
<u>2. Partial Season Vendor (14 weeks)</u>	<u>2 Parking Spaces</u>	<u>3 Parking Spaces</u>
	\$200.00	\$242.00
Add Electric: \$75		
<u>3. Weekly Vendor (Paid by Tuesdays)</u>	<u>2 Parking Spaces</u>	<u>3 Parking Spaces</u>
	\$20.00	\$25.00

Weekly vendors will select a calendar of dates (on application) that they would like to attend. Dates are subject to approval by the UMFM Team. **Weekly fees need to be paid via Community Pass by the Tuesday night prior to the Saturday Market they wish to attend. -- checks will no longer be accepted for weekly vendor payment.**

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INSURANCE AND INDEMNIFICATION:

Producers approved and accepted to sell at the UMFM shall furnish to the UMFM, a Certificate of Insurance evidencing a general aggregate liability insurance policy of at least \$1,000,000 coverage for activities at UMFM, naming **Upper Merion Township & Upper Merion Township Foundation, 175 West Valley Forge Road, King of Prussia, PA 19406** as an Additional Insured.

Producer is solely responsible for injuries and/or damages resulting from the sale of unsafe or unsound goods.

Producer hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the Upper Merion Township, its employees, agents and officers, the members of its Board of Supervisors and the members of the UMFM Advisory Board for all bodily and personal injuries (including but not limited to injuries from the sale of unsafe or unsound goods), and including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of producer's participation in the UMFM, whether or not based in tort, contract, or regulatory action.

Producer shall not institute any action or suit at law or in equity against Upper Merion Township, its employees, agents and officers, the members of its Board of Supervisors and/or the members of the UMFM Advisory Board as a result of this Agreement. Producer will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of this Agreement.

SECURING TENTS:

Upper Merion Farmers Market requires all producers to secure tents with weights or ropes to prevent accidents. Non-compliance leads to expulsion from the market.

Specifications:

Weights: must be at least 25lbs each and secured to each tent leg or where two legs meet. Dumbbells or other household items loosely tied to the leg are not acceptable. Simply laying a weight on the small "foot" of the tent also is not acceptable.

Ropes: vendors who choose to use ropes or straps to secure their tents must be confident in the ability of their system.

High winds: In the event of very high winds, UMFM reserves the right to not allow vendors to set-up tents or to take down tents after set-up. We also encourage vendors to use their own discretion to operate without tents if they judge conditions to be too windy.

We strongly encourage each vendor to speak with his or her insurance agent to find out if the current liability coverage is adequate to cover the liability of an accident involving a tent at the market.

DEFAULT PROVISIONS:

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If the producer fails to comply with the UMFM Rules & Regulations, UMFM shall notify the producer, either in person at the UMFM or in writing, and the producer shall have a reasonable time to correct the non-compliance, except in the case of immediate risk to human health and/or safety, in which case the producer shall immediately correct the non-compliance. If, after such notice, the producer fails to correct the non-compliance as required under the circumstances, UMFM may, without limiting any other available remedies, terminate this agreement by written notice to the producer and retain, as liquidated damages and not as a penalty, any prepaid market and license fees. Producers who are dissatisfied with UMFM's action shall appeal it to the UMFM Advisory Board within ten (10) days of receipt of notice. The decision of the UMFM Advisory Board shall be final.

In the event the producer fails to pay any amounts due, the producer agrees to pay for all costs of collection, including but not limited to reasonable attorneys' fees.