

2017

# Linton Farmers' Market Vendor Handbook



# Welcome to the fifth annual Linton Farmers' Market!

The mission of the Linton Farmers' Market is:

- To offer residents of the Linton area a variety of fresh, healthy, local foods and homestead products,
- To promote small, local farmers and producers by providing a friendly community gathering place to sell their goods directly to the consumer, and
- To promote a sense of community and support the local economy.

The Linton Farmers' Market endeavors to inspire, educate and encourage all Linton residents to choose healthy, locally-produced foods, to participate in the community building aspects of the market, and to help support a local, sustainable food system.

Participation in the Market is open to all farmers and producers in Greene and surrounding counties, who sign and submit an application, pay applicable fees, abide by Market Regulations and produce **100%** of all food and non-food products offered for sale. No retail, commercial, imported or second-hand items shall be offered for sale at the Market.

The Market will be located in the southeast corner of Humphreys City Park and will operate every Saturday from 9:00 am to 1:00 pm, starting May 20<sup>th</sup> and continuing through September 30<sup>th</sup>. A Pre-Season Vendor Meeting will be held on May 4<sup>th</sup> at 6:00 PM at the East Shelter in Humphreys City Park. All Vendors, new and old, are strongly encouraged to attend. Vendor space at the Market is very limited and previous Vendors will be given preference. A Vendor waiting list will be maintained for those Vendors not qualifying for this year's market.

For the 2017 Market season, Vendors shall be assessed the following fees:

- Early Season Vendor: \$100.00 (prior to May 6<sup>th</sup>)
- Late Season Vendor: \$130.00 (May 6<sup>th</sup> and after)
- Early Day Vendor: \$10.00 (prior to 6:00 pm Thursday)
- Late Day Vendor: \$15.00 (after 6:00 pm Thursday)
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## Included in this Handbook:

- Market Regulations
- Market Contract
- Market Bucks Addendum
- Home Based Vendor Foods Addendum
- Value Added Foods Addendum
- Compliance Summary
- Market Application

## Farmers' Market Contact Information:

Market Manager: Mark Stacy

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

Secretary: Joanne Stacy

Email: [stacyjoanne3@gmail.com](mailto:stacyjoanne3@gmail.com)

Cell: 812-798-5936

## Farmers' Market Webpage:

[www.LintonFarmersMarket.com](http://www.LintonFarmersMarket.com)



# 2017 Linton Farmers' Market Regulations

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## Vendor and Product Information

Participation in the Market is open to all farmers and producers in Greene and surrounding counties which include; Clay, Daviess, Knox, Lawrence, Martin, Monroe, Owen, Sullivan and Vigo. Vendor must produce, cultivate, raise, collect or manufacture **ALL** products offered for sale at the Market on property Vendor owns, rents, leases or otherwise controls. No retail, commercial, imported or second-hand items shall be offered for sale at the Market. If Vendor produces goods for sale at the Market on property Vendor does not own, Vendor shall provide a location map of all said properties as part of the Market Application. A limited number of Vendors will be allowed to participate in the Market and previous Vendors will be given preference. A Vendor waiting list will be established for those that do not qualify for this year's Market.

## What Can Be Sold

Items permitted for sale include many typical farm and homestead products. Other items may be approved by the Market Manager on a case by case basis. Only products produced in Greene and surrounding counties can be sold at the Market. Vendor must display legible price markers for all goods offered for sale. All items offered for sale shall be approved by and at the discretion of the Market Manager.

The following categories of items are permitted for sale:

**Unprocessed Foods** are food products that are not processed in any way beyond harvesting, cleaning, drying and packaging and include but are not limited to: raw, uncut fruits and vegetables, dried and fresh herbs, spices, seeds, nuts, whole grains, eggs\* and cultivated and wild mushrooms\*\*.

\* See Compliance Summary section for more information.

\*\*Vendors selling wild mushrooms must include a label or display a placard with the following statement:

*"These wild-gathered mushrooms have not been certified as to species. Consume at your own risk"*

**Home Based Vendor Foods** are processed food products that may be prepared at Vendor's primary residence without a permit from the state or local health departments such as cakes, cookies and pies. Home Based Vendors must comply with all provisions set forth in the Home Based Vendor Foods Addendum. See Home Based Vendor Foods Addendum and Compliance Summary for more information.

**Value Added Foods** are processed food products that are required to be prepared in a licensed kitchen or processing facility such as salsa, pickles and frozen meat. Value Added Food Vendors must comply with all provisions set forth in the Value Added Foods Addendum and may also need to obtain a Seasonal Retail Food Establishment License from the Greene County Health Department. See Value Added Foods Addendum and Compliance Summary for more information.

**Prepared Foods** are foods and drinks that are meant to be consumed at the Market such as soup and sandwiches and must be prepared in a licensed kitchen or processing facility. Vendor must obtain prior approval from the Market Manager for the type of product(s) to be sold and their preparation methods and must have appropriate hand washing facilities available, as outlined at: <http://ehs.iu.edu/docs/Handwash---Dishwash-Info-Sheet.pdf>. Prepared Food Vendors must comply with all provisions set forth in the Value Added Foods Addendum and may also need to obtain a Seasonal Retail Food Establishment License from the Greene County Health Department. See Value Added Foods Addendum and Compliance Summary for more information.

**Plants** (potted, in soil blocks, and bare-root) may be sold using the following guidelines:

1) For Annuals and Perennials (vegetables, flowers and herbs):

- Must be grown by Vendor from seeds, cuttings or plugs
- Plant material must have been grown by Vendor for a period of at least six (6) weeks before they can be offered for sale at the Market

2) For Nursery Stock (shrubs, trees and houseplants):

- Must be grown by Vendor from seeds, seedlings, cuttings or stock
- Plant material must have been grown by Vendor for a period of at least eight (8) weeks before they can be offered for sale at the Market
- Vendor is advised to contact the Market Manager for a list of prohibited non-native, invasive species

Only **Heritage Crafts** will be allowed at the Market and must be original and handcrafted by Vendor. Heritage Crafts include, but are not limited to:

- Beeswax candles made solely from wax derived from Vendor's apiaries
- Pottery crafted from locally derived clay
- Hand-spun yarn and yarn products made solely from fleece derived from Vendor's livestock
- Hand-made soap and bath products
- Hand-carved wooden bowls crafted from locally derived wood
- Hand-woven baskets crafted from locally derived materials

Reselling of any item is strictly prohibited. Prior to selling any craft item, Vendor shall provide a representative sample of the craft item, or picture(s) thereof, to the Market Manager for review. **All craft items shall be approved at the discretion of the Market Manager prior to being offered for sale.** A very limited number of Heritage Craft Vendors will be allowed at the Market.

### **Market Season and Times**

The Market will be held on Saturdays from 9:00 am to 1:00 pm beginning May 20<sup>th</sup> through September 30<sup>th</sup>. Vendors are encouraged to start setting up by 8:30 am and should be prepared to start selling by 9:00 am. No Vendor will be allowed to set up prior to 8:00 am. All Vendors are expected to stay within their booths until the close of Market at 1:00 pm, even if you sell out early. All Vendors must vacate the Market area no later than 1:30 pm and are responsible for cleaning their assigned space prior to leaving.

### **Vending Space**

The Market will be located in the southeast corner of the park (see map page 1). Vending space is 10' by 10' and will be assigned each week by the Market Manager. Season Vendors will be given vending space preference based upon Market attendance. Every effort will be made to keep Season Vendors in the same vending location. However, any Season Vendor with an unexcused absence will lose all vending space preferences. Vendors are strongly encouraged to use 10' x 10' pop-up tents as part of their display, and all such structures must be properly anchored. All produce and other food products must be displayed on tables or other structures, and not on the ground. No pets are allowed in the vending space.

## Vendor Fees

For the 2017 Market season, Vendors shall be assessed the following fees:

- Early Season Vendor: \$100.00 (before May 6<sup>th</sup>)
- Late Season Vendor \$130.00 (May 6<sup>th</sup> and after)
- Early Day Vendor: \$10.00 (prior to 6:00 pm Thursday)
- Late Day Vendor: \$15.00 (after 6:00 pm Thursday)

If at any time, a Day Vendor wishes to become a Season Vendor, all Day Vendor fees that have been paid will be applied towards the Late Season Vendor fee. Should a Season Vendor choose to cease vending at the Market before the end of the season, Vendor fees that have been paid shall not be refunded.

## Signage

Each Vendor shall display a sign in the vending area that is readily visible stating at a minimum the farm or business name, Vendor name, and farm or business location, for example:

|  |
|--|
| <i>John's Vegetable Farm<br/>John Smith<br/>Linton, IN</i> |
|--|

## Sampling Products

In order to provide food samples, Vendors must practice proper sanitary procedures including:

- Proper hand washing as outlined at: <http://ehs.iu.edu/docs/Handwash---Dishwash-Info-Sheet.pdf>.
- Sanitation of the package or container in which the food is contained
- Safe storage of the food and protection during display and service
- The proper use of cups, utensils, tongs, toothpicks, and/or wax paper for individual customer samples

Providing samples shall NOT include the assemblage of two or more food products to produce an additional food product; i.e. "strawberries" cannot be combined with "pound cake" to produce "strawberry shortcake".

## Organic Certification

Federal law requires that any Vendor selling products labeled as organic must comply with all USDA organic regulations. Any Vendor selling products labeled as organic with gross sales over \$5,000 must also be certified organic by a USDA-accredited agency. For more information about organic certification, please visit:

<https://www.ams.usda.gov/sites/default/files/media/USDA%20Organic%20Resource%20Guide.pdf>.

## Sales Tax

All plants, crafts and other non-food items sold in Indiana are subject to Indiana sales tax. It is the Vendor's responsibility to obtain a Registered Retail Merchants Certificate through the Indiana Department of Revenue. More information can be obtained by calling 317-233-4015 or by visiting: <https://secure.in.gov/apps/dor/bt1/>.

## Selling By Weight

If selling any food product by weight, Vendor must use an N.T.E.P. certified scale which is legal for trade. This scale will be subject to periodic inspection by the Greene County Weights and Measures Department. For additional information, contact Mike Adams at 812-381-4990.

**All Vendors must initial the Market Application certifying that you have read, understood and agree to abide by all provisions set forth in the Market Regulations.**

# 2017 Linton Farmers' Market Contract

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In consideration of the privilege to participate in the 2017 Linton Farmers' Market (hereafter "Market"), the City of Linton Park Board (hereafter "Park Board"), and the undersigned vendor (hereafter "Vendor") agree to the following:

## 1. ADMINISTRATION

The Farmers' Market Committee consists of a Market Manager, Secretary and Steering Committee. The Market is administered by the Park Board in accordance with this contract and the Linton Farmers' Market Regulations and Bylaws. The *Park Board* determines Market policies and reviews and approves general Market activities. The *Market Manager* oversees the Market for the Park Board; signs contracts with Vendors; assigns vending space; settles disputes; disqualifies Vendors for violations of Market regulations; and approves or disapproves any item for sale or any Vendor for any reason. The *Secretary* assists the Market Manager in the day-to-day operations of the Market and coordinates many organizational aspects of the Market. The *Steering Committee* shall attend Market Committee meetings representing vendor and community issues; assist the Market Manager in determining vendor and product suitability; assist in Market functions during Market days and during the absence of the Market Manager; and promote the successful operation and expansion of the Market.

## 2. ELIGIBILITY OF VENDORS

"Vendor" is a person, or member of the person's immediate family, who regularly and directly works in the cultivation, production, manufacture, harvest and gathering of permitted goods sold pursuant to this agreement.

"Immediate Family" is a parent, child, spouse, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, cousin or domestic partner of Vendor.

"Stand Assistant" is a person who is not a member of the Immediate Family but has volunteered or is employed by Vendor to assist in the sale of goods at the Market. The Stand Assistant(s) must be identified by Vendor on the Market Application.

Only individuals who are named as Vendors or Stand Assistants in this agreement may sell at the Market. A Stand Assistant working for Vendor may only sell goods produced by Vendor. A Vendor may be party to only one Market contract.

Vendor shall abide by all federal, state and local laws, regulations and ordinances. Violation of such laws, regulations or ordinances may be deemed by the Park Board to be a material breach of this agreement.

## 3. OBLIGATION TO COMPLY WITH MARKET REGULATIONS, APPLICATION AND ADDENDA

The Linton Farmers' Market Regulations and Market Application are incorporated by reference and are a part of this contract, as if fully set out in this agreement. The Linton Farmers' Market Addenda for Market Bucks Vendor Agreement, Value Added Foods, Home Based Vendor Foods and the Vendor Questionnaire are incorporated by reference and are a part of this contract, as if fully set in this agreement.

#### **4. MARKET APPLICATION AND VENDOR QUESTIONNAIRE**

All Vendors must complete in full and sign the Market Application and pay all applicable vending fees prior to selling any goods at the Market. Vendors are encouraged to sign and submit all applicable documents and fees not less than two days in advance of the day they wish to sell; however, the Market Manager may determine Vendor's eligibility to sell up to and including Market day. All Vendors must complete in full and submit a Vendor Questionnaire to the Market Manager within 30 days of the end of the Market season. The timely return of the Vendor Questionnaire is a condition precedent to Vendor participation in the 2018 Linton Farmers' Market.

#### **5. REMEDIES FOR BREACH**

a) Violation of any provision of this contract or the Linton Farmers' Market Regulations or Addenda for Market Bucks Vendor Agreement, Value Added Foods and/or Home Based Vendor Foods is a default by Vendor. Upon notice by the Market Manager to Vendor of the occurrence of a default during Market hours, and upon Vendor's failure to correct the breach within a reasonable time, Vendor shall remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate in a timely manner may subject Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

b) Vendor shall expect the Market Manager to conduct at least one prearranged site inspection of the property the Vendor owns, rents, leases or otherwise controls to produce the goods the Vendor is selling at the Market. In addition, if at any time the Market Manager believes that Vendor did not produce the goods Vendor is selling at the Market, or that other conditions exist that may constitute a violation of this agreement or adversely impact the health or safety of Market patrons, the Market Manager may conduct unannounced inspections of the property the Vendor owns, rents, leases or otherwise controls to produce the goods the Vendor is selling at the Market; and Vendor authorizes Market Manager's inspections. If Vendor produces goods for sale at the Market on property Vendor does not own, Vendor shall either obtain permission from the property owner for the Market Manager to access the property or shall cease selling the goods at the Market that are grown on that property. Vendor also shall provide the Market Manager such opportunities as deemed necessary to view and obtain copies of Vendor's records related to the goods sold at the Market. If the Market Manager determines, after inspection, that there is a reasonable likelihood that Vendor did not produce the goods Vendor offered for sale at the Market or has otherwise violated this agreement, the Market Manager may, in his/her sole discretion, declare a default.

c) Upon occurrence of a default, the Market Manager may declare the agreement terminated by delivering written notice of the default to Vendor, and the Park Board shall retain, as liquidated damages and not as a penalty, any vending fees prepaid by Vendor. The Market Manager may also, in his/her sole discretion, determine that the Park Board will not contract with some or all of the individuals listed as Vendor or Stand Assistant at the Market in future seasons.

#### **6. COVENANT NOT TO SUE**

Vendor will not institute any action or suit at law or in equity against the City of Linton, its employees, agents and officers, the Park Board or any members of the Linton Farmers' Market or the Market Committee as a result of operations under this agreement. Vendor 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 operation under this agreement.

## 7. LIABILITY AND INDEMNIFICATION

Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas, tents, canopies or any other weather protection devices utilized at the Market.

Vendor shall indemnify, hold harmless, release, waive and forever discharge the City of Linton, its employees, agents and officers, the Park Board or any members of the Linton Farmers' Market and the Market Committee for all bodily and personal injuries, including but not limited to injuries resulting in death, property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, that may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Linton, its employees, agents or officers, the Park Board, or any members of the Linton Farmers' Market or the Market Committee.

## 8. ENTIRE AGREEMENT

The Farmers' Market Contract is the entire agreement between Park Board and Vendor. Any change to the contract shall be in writing and signed by the Market Manager and Vendor. Vendor shall not rely on verbal representations, or claims of verbal representations, of Market Manager or any other person associated with operation of the Market as a basis for modification of the Farmers' Market Contract.

**All Vendors must initial the Market Application certifying that you have read, understood and agree to abide by all provisions set forth in the Market Contract.**

## Market Bucks Vendor Agreement Addendum

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As an additional consideration for the privilege of participating in the 2017 Linton Farmers' Market (hereafter "Market"), the City of Linton Park Board (hereafter "Park Board"), and the undersigned vendor (hereafter "Vendor") agree to the following:

The Market has been authorized to accept Supplemental Nutrition Assistance Program (SNAP), Women Infant and Children (WIC) and Senior Farmers' Market Nutrition Assistance Program (FMNP) benefits. The Market has established a "Market Bucks" incentives program and will use wooden tokens and paper scrip for reimbursement. The Market will also accept customer credit/debit cards and will use wooden tokens for reimbursement. *All eligible Vendors are encouraged, but not required to participate in this program.*

In order to participate in the WIC and Senior FMNP programs, Vendor must first submit a Farmers' Market Nutrition Program application to the Indiana State Department of Health. Applications can be found at <http://www.in.gov/isdh/24776.htm> or by contacting Legita Wilson at [LWilson2@isdh.IN.gov](mailto:LWilson2@isdh.IN.gov) or (317) 233-1327.

Vendor shall follow all guidelines, as set forth by federal and state authorities and the Market. The Market reserves the right to suspend immediately or terminate Vendor from the program if the Market observes, or receives evidence of, failure to abide by any of the agreements below. Vendor may voluntarily quit participating in the Market Bucks program at any time but must notify the Market Manager in writing of such action.



In order to participate in the Market Bucks program, Vendor agrees to the following.

- Vendor shall accept **red** and **black** tokens only for the purchase of *SNAP* eligible foods which include: produce, meat, fish, poultry, eggs, dairy products, bread products, baked goods, seeds and plants which produce food to eat.
- Vendor shall accept embossed paper scrip only for the purchase of *WIC* and *Senior FMNP* eligible foods which are restricted to unprocessed, locally grown, fruits, vegetables and herbs.
- All Vendors can accept **green credit card** tokens for the purchase of any item.
- Vendor shall not give U.S. currency to the customer as change if payment for product is solely by **red** and **black** tokens or paper scrip. Change can *only* be given to customers using **green** credit card tokens, and shall not exceed one dollar.
- Vendor shall post a sign (to be provided) identifying Vendor's stall as an authorized *SNAP*, *WIC* and *Senior FMNP* vendor.

Here's how it will work.

**SNAP** recipients must first go to the Market Information booth and swipe their Electronic Benefit Transfer (EBT) card in exchange for **red** and **black** wooden tokens. These tokens can then be spent just like cash at participating Vendors to purchase *SNAP* eligible foods which include: produce, meat, fish, poultry, eggs, dairy products, bread products, baked goods, seeds and plants which produce food to eat.

**WIC and Senior FMNP** recipients must first go to the Market Information Booth and present their benefit checks to receive up to ten dollars' worth of embossed paper scrip. They can then spend their checks and paper scrip just like cash at participating Vendors to purchase *WIC* and *Senior FMNP* eligible foods which are restricted to unprocessed, locally grown, fruits, vegetables and herbs. Vendor must maintain and properly stamp and endorse each *WIC* and *Senior FMNP* check and must deposit all checks no later than 11/07/17.

**Credit/Debit card** customers must first go to the Market Information Booth and swipe their Credit/Debit cards in exchange for **green** wooden tokens. These tokens can then be spent just like cash at ANY Vendor to purchase ANY item.

At the end of each market day, the Vendor will hand in their tokens and/or paper scrip to the Market Manager to be tallied. The Market Manager will distribute reimbursement checks to each Vendor in the amount of tokens and paper scrip received on a monthly basis. Vendors that collect program tokens or paper scrip for which they are NOT authorized will NOT be reimbursed.

**All Vendors participating in the Market Bucks program must initial the Market Application certifying that you have read, understood and agree to abide by all provisions set forth in the Market Bucks Vendor Agreement Addendum.**

## Home Based Vendor Foods Addendum

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As an additional consideration for the privilege of participating in the 2017 Linton Farmers' Market (hereafter "Market"), the City of Linton Park Board (hereafter "Park Board"), and the undersigned vendor (hereafter "Vendor") agree to the following:

House Enrolled Act 1309 authorizes Home Based Vendors to prepare non-potentially hazardous foods and sell those products at farmers' markets without a permit from the state or local health departments. All Home Based Vendor foods must be made from scratch at Vendor's primary residence from ingredients that, to the greatest extent possible, have been Vendor grown, raised, collected or otherwise locally derived.

Some examples of Home Based Vendor foods that can be sold include, but are not limited to:

- Baked items, such as cookies, cakes, fruit pies, bars, breads, cupcakes and dry noodles
- Candy and confections, such as caramels, chocolates, fudge, peanut brittle and hard candy
- Honey\*, molasses, sorghum, maple syrup, apple cider\*\* and fruit-based jams, jellies, and preserves
- Fermented pickles that do not require acidification or refrigeration

\*Vendors selling honey must include a label with the following statement:

*"Infants up to one year of age should not be fed raw honey"*

\*\*Vendors selling unpasteurized cider must include a label with the following statement:

*"WARNING: This product has not been pasteurized and therefore may contain harmful bacteria that can cause serious illness in children, the elderly, or persons with weakened immune systems"*

Home Based Vendor foods:

- May not contain meat, poultry or aquatic animal products
- May not contain dairy products including eggs, cheese, butter, yogurt (excluding baked items)
- Are not canned products such as salsa, chutney, or canned vegetables, meat, poultry or fish
- Are not pickled vegetables such as beets and pickles or fruit butters such as apple and pumpkin
- Are not raw seed sprouts, cut melons, cut tomatoes or any garlic-in-oil mixtures
- Shall not be "vacuum packaged" or made from a prepackaged mix

In addition, all Home Based Vendor foods must include a label that contains the following information:

The name and address of the producer of the food product

The common or usual name of the food product

The ingredients of the food product, in descending order of predominance by weight

The net weight or volume of the food product

The date the food product was processed

The following statement in at least 10 point type:

*"This product is home-produced and processed in a production area not inspected by the State Department of Health"*

**See Compliance Summary for additional information.**

Consumer complaints received on Home Based Vendors' food products shall be forwarded to the Indiana Department of Health, Food Protection Program. Complaint investigation and/or follow-up will be coordinated between the Indiana Department of Health and the local health department.

**All Home Based Vendors must initial the Market Application certifying that you have read, understood and agree to abide by all provisions set forth in the Home Based Vendor Foods Addendum.**

## Value Added Foods Addendum

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As an additional consideration for the privilege to participate in the 2017 Linton Farmers' Market (hereafter "Market"), the City of Linton Park Board (hereafter "Park Board"), and the undersigned vendor (hereafter "Vendor") agree to the following:

Value Added Foods are processed food products that must be prepared in a licensed kitchen or processing facility and include but are not limited to: canned salsas and chutney, pickled vegetables or meat, fruit butters, dairy products, frozen meat and prepared foods. All dairy and meat products must be from Vendor raised animals. All other Value Added Foods must be made from scratch from ingredients that, to the greatest extent possible, have been Vendor grown, raised, collected or otherwise locally derived.

In order to sell **dairy products**, the following requirements must be met:

- Vendor must have raised all animals from which the dairy products originate on his/her state-licensed and inspected farm
- All dairy products must be processed, packaged and labeled in a state-inspected processing facility
- All dairy products must have been maintained continuously at a temperature of 41° Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market
- Vendor must obtain and provide the Market Manager a current copy of all required permits from the Indiana State Board of Animal Health including the Grade A Milk/Milk Products Processor permit and/or Manufactured Milk Products Processor permit
- Raw milk and most dairy products made from raw milk, including butter, cream, ice cream, sour cream, kefir and yogurt are prohibited from sale at Market

In order to sell **livestock meat** (beef, pork, sheep, goat, elk, bison) the following requirements must be met:

- Vendor must have grown, bred and/or raised all animals from which meat is sold
- All meat offered for sale must have been prepared in an establishment inspected by the State Board of Animal Health or the US Department of Agriculture Food Safety and Inspection Service including slaughter, packaging, labeling and freezing
- Vendor must maintain the product in a frozen condition from the time it leaves the processing facility until it is sold at Market
- Home butchered meat of any kind is prohibited
- Wild game of any kind is prohibited

In order to sell **rabbit and poultry meat** (chicken, turkey, duck, geese, guineas, ratite (ostrich, emu) squab) the following requirements must be met:

- Vendor must have grown, bred and/or raised all animals from which meat is sold
- Vendor must maintain the product in a frozen condition from the time it leaves the processing facility until it is sold at Market
- The product must include a label that contains the following information:
  - The name and address of the producer of the food product
  - The common or usual name of the food product
  - The ingredients of the food product, in descending order of predominance by weight
  - The net weight or volume of the food product
  - The date the food product was processed
  - The following statement in at least 10-point type:

*“This product is home-produced and processed in a production area not inspected by the State Department of Health.”*

**See Compliance Summary for additional information.**

Value Added Food Vendors may also be required to obtain a **Seasonal Retail Food Establishment License** from the Greene County Health Department. The license application and fee must be submitted to the Greene County Health Department at the following address. Additional information about which foods require a Seasonal Retail Food Establishment License can be obtained by contacting:

Mark Miller, Environmental Health Specialist  
Greene County Health Department  
217 East Spring Street  
Bloomfield, Indiana 47424  
812-384-4496

<http://www.co.greene.in.us/department/index.php?structureid=23>

**All Value Added Food Vendors must initial the Market Application certifying that you have read, understood and agree to abide by all provisions set forth in the Value Added Foods Addendum.**

# Compliance Summary

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Below is a summary of regulations, licenses, permits and addenda required for each type of food product sold.

## Unprocessed Foods

No license or other permit required.

Recommend following *Final Guidance on Whole Uncut Fresh Produce Storage and Distribution* found at:

[http://www.state.in.us/isdh/files/Guidance\\_on\\_fresh\\_produce\\_final.pdf](http://www.state.in.us/isdh/files/Guidance_on_fresh_produce_final.pdf).

## Home Based Vendor Foods

Must comply with [HEA 1309](#) and [IC 16-42-5-29](#).

Must comply with Linton Farmers' Market Home Based Vendor Foods Addendum.

Finished product must be fully labeled.

## Value Added Foods

Finished product must come from a licensed retail food establishment ([410 IAC 7-24](#)).

Must comply with Linton Farmers' Market Value Added Foods Addendum.

Seasonal Retail Food Establishment License from Greene County Health Department may be required.

Finished product must be fully labeled.

## Prepared Foods

Finished product must come from a licensed retail food establishment ([410 IAC 7-24](#)).

Must comply with Linton Farmers' Market Value Added Foods Addendum.

Seasonal Retail Food Establishment License from Greene County Health Department may be required.

Must have appropriate hand washing facilities: <http://ehs.iu.edu/docs/Handwash---Dishwash-Info-Sheet.pdf>.

## Eggs (Shell) (Chicken Only)

[SEA 179](#) authorizes poultry farms to sell chicken eggs at a farmers' market without inspection or licensure, however a Retail Certificate of Registration from the Indiana State Egg Board is required: <http://www.ansc.purdue.edu/ISEB/>.

Eggs must be clean and sound shelled (cracked eggs removed).

Eggs must be held under refrigeration at an ambient temperature of no greater than 45° F.

Used egg cartons may be reused ONLY if relabeled with name and address of supplier of eggs.

Pack date and expiration date must appear on each carton. Expiration date is 30 days from pack date.

## Dairy (Milk, Butter, Cream, Ice Cream, Sour Cream, Yogurt, Cheese Made From Pasteurized Milk)

Dairy products must come from an Indiana Board of Animal Health permitted facility ([345 IAC 8](#)).

Dairy products must be maintained and delivered at an internal temperature of 45° F or below.

Must comply with Linton Farmers' Market Value Added Foods Addendum.

Seasonal Retail Food Establishment License from Greene County Health Department required.

Finished product must be fully labeled (Pasteurized Milk Ordinance 2011 Rev.).

## Dairy (Cheese Made from Raw Milk)

Dairy products must come from an Indiana Board of Animal Health permitted facility ([345 IAC 8](#)).

Dairy products must be maintained and delivered at an internal temperature of 45° F or below.

Must comply with Linton Farmers' Market Value Added Foods Addendum.

Seasonal Retail Food Establishment License from Greene County Health Department required.

Dairy products must be aged a minimum of sixty (60) days.

Finished product must be fully labeled and include the statement "Aged 60 Days".

## Compliance Summary (cont.)

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### **Livestock (Beef, Pork, Sheep, Goat, Elk, Bison)**

Livestock must be processed at a state or federally inspected facility equal to [IC 15-17-5](#); [345 IAC 9](#).  
Must comply with Linton Farmers' Market Value Added Foods Addendum.  
Seasonal Retail Food Establishment License from Greene County Health Department required.  
Must meet storage guidance of *Prepackaged Frozen Meat, Poultry & Rabbit for Retail Sale, June 28, 2006*, available at [http://www.state.in.us/isdh/files/freezer\\_meat\\_guidance3.pdf](http://www.state.in.us/isdh/files/freezer_meat_guidance3.pdf).  
Finished product must be fully labeled ([410 IAC 7-24-146](#)).

### **Poultry (Farm-Raised Chicken, Turkey, Duck, Geese, Guineas, Ratite (Ostrich/Emu), Squab)**

[410 IAC 7-25](#) and [SEA 179](#) authorizes poultry farms to process and sell a limited number of birds at a farmers' market without inspection or licensure provided they are sold in a frozen state.  
Must comply with Linton Farmers' Market Value Added Foods Addendum.  
Recommend following guidance of *Prepackaged Frozen Meat, Poultry & Rabbit for Retail Sale, June 28, 2006*, available at [http://www.state.in.us/isdh/files/freezer\\_meat\\_guidance3.pdf](http://www.state.in.us/isdh/files/freezer_meat_guidance3.pdf).  
Finished product must be fully labeled.

### **Rabbits (Domestic)**

[IC 16-42-5-29](#) authorizes rabbit farms to process and sell a limited number of rabbits at a farmers' market without inspection or licensure provided they are sold in a frozen state.  
Must comply with Linton Farmers' Market Value Added Foods Addendum.  
Recommend following guidance of *Prepackaged Frozen Meat, Poultry & Rabbit for Retail Sale, June 28, 2006*, available at [http://www.state.in.us/isdh/files/freezer\\_meat\\_guidance3.pdf](http://www.state.in.us/isdh/files/freezer_meat_guidance3.pdf).  
Finished product must be fully labeled.

### **Aquaculture (Farmed Fish and Seafood)**

Finished product must come from a licensed retail food establishment ([410 IAC 7-24](#)).  
Food Handler Certification required ([410 IAC 7-22](#)).  
Must comply with Linton Farmers' Market Value Added Foods Addendum.  
Seasonal Retail Food Establishment License from Greene County Health Department required.  
Finished product must be fully labeled ([410 IAC 7-24-146](#)).

# 2017 Linton Farmers' Market Application

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**Please fill out completely and return to:**

Linton City Hall  
86 South Main Street  
Linton, IN 47441

OR

Mark Stacy  
164 S 1500 W  
Linton, IN 47441

## **VENDOR INFORMATION**

Name of farm or business \_\_\_\_\_

Name of Primary Vendor \_\_\_\_\_

Name(s) of additional Vendors \_\_\_\_\_

Name of Stand Assistant \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Text?  Yes

Email \_\_\_\_\_ Website \_\_\_\_\_

## **PRODUCT AND PRODUCTION INFORMATION**

List primary products you expect to sell at the 2017 Linton Farmers' Market

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(Meat, Dairy, Egg Vendors) Number and type of animals you keep for Market purposes:

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(Meat Vendors) Name and address of state-inspected meat processing facility:

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## **LICENSE AND PERMIT INFORMATION**

List and provide copies of all licenses and permits required to sell your products. It is the responsibility of Vendor to obtain all required licenses and permits.

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**MARKET REGULATIONS AND CONTRACT**

\_\_\_\_\_ I certify that I have read, understand and agree to abide by all provisions set  
Initials forth in the Market Regulations and Market Contract.

**MARKET BUCKS VENDOR AGREEMENT ADDENDUM** (if applicable)

\_\_\_\_\_ I certify that I have read, understand and agree to abide by all provisions set  
Initials forth in the Market Bucks Vendor Agreement Addendum.

**HOME BASED VENDOR FOODS ADDENDUM** (if applicable)

\_\_\_\_\_ I certify that I have read, understand and agree to abide by all provisions set  
Initials forth in the Home Based Vendor Foods Addendum.

**VALUE ADDED FOODS ADDENDUM** (if applicable)

\_\_\_\_\_ I certify that I have read, understand and agree to abide by all provisions set  
Initials forth in the Value Added Foods Addendum.

**ELECTRICITY**

Do you need a vending space with electricity available nearby?

- Yes       No

**OTHER PROPERTIES**

Do you produce goods for sale at the Market on property you rent or lease but do not own?

- Yes       No

If yes, please attach a location map of all said properties as part of this application.

**VENDOR FEES**

- Early Season Vendor: \$100.00 (prior to May 6<sup>th</sup>)
- Late Season Vendor: \$130.00 (May 6<sup>th</sup> and after)
- Early Day Vendor: \$10.00 (prior to 6:00 pm Thursday)
- Late Day Vendor: \$15.00 (after 6:00 pm Thursday)

Please make checks payable to **Linton Farmers' Market**.

**Payment must be included with application.**

**This Agreement is effective upon approval of the Market Manager.**

\_\_\_\_\_  
Primary Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Market Manager's Signature

\_\_\_\_\_  
Date

**For Office Purposes Only**

Cash       Check No. \_\_\_\_\_      Amount: \$ \_\_\_\_\_       Approved