

**Bath Farmers' Market**  
**Rules and Regulations**  
*updated 2022*



**I. PURPOSE**

1. To provide consumers with fresh locally grown or produced products at a safe and convenient location.
2. To provide local farmers and producers with improved marketing opportunities.
3. To enhance Bath's role as a central hub.

**II. PARTICIPATION/ORGANIZATION**

1. The Bath Farmers' Market (BFM) is an unincorporated association.
2. Vendors must be full or part-time producers of accepted products that are permitted for sale at the market.
3. Vendor categories are:
  - Vegetables
  - Fruits
  - Baked goods
  - Cut flowers
  - Live plants
  - Meat/animal products
  - Crafts/Other
4. Application to become a vendor:
  - A. Anyone wishing to sell in the BFM must, prior to participation in the market, file an application with the market committee (currently BFM) verifying that they are the actual grower or producer of the specific items which they intend to sell or receive approval from committee if they wish to carry an associate vendor. Vendors must apply to sell at the market under one of the seven categories, based on their primary products.
  - B. The BFM will strive for a balance of vendor categories. New vendors are selected to fit the needs of the market by a vote of the current BFM manager and the market committee.
  - C. Additional vendors will be added to the market at the beginning of each season, or as need arises, provided that the new vendor agrees to these rules and regulations and is approved by a majority vote of manager/committee members. Reasons for adding a new vendor may include: a shortage of a particular product, adding diversity to the mix of products at the market, or the overall growth of consumer demand.
  - D. Upon acceptance by the market representatives, the vendor must complete the required paperwork and submit to the market manager with the required fee. Fees are non-refundable.
  - E. All prepared food must be made in a commercial kitchen. All food sellers must obtain their own Retail Food License from the PA Department of Agriculture and adhere to health guidelines for the handling, cooling/heating, preparation, storage and sale of foods.
5. Market Representatives: The market representatives are the BFM manager and the BFM steering committee.
  - A. The market representatives supervise the daily activities of the market and enforce the market rules, collect and maintain applications and copies of insurance coverage, serve as a contact for

vendors and outside groups, collect fees, pay bills, keep financial records and make a financial report of the association's activities at the end of the year.

B. The market representatives are members of the committee.

6. Voting: Market representatives (manager and committee) will make decisions regarding fees, hours, acceptance or rejection of vendors, making major purchases and distribution of excess funds at the termination of the BFM.

7. Meetings: Meetings will be called for on an as-needed basis. Meeting minutes will be kept by a volunteer from the membership.

### III. GENERAL RULES

1. Permitted items for sale:

A. Items allowed for sale shall include all types of locally grown or produced items including fruits, vegetables, plants, herbs, cut flowers, baked goods, preserves, honey, cider, juice, meat, animal products and crafts made from farm raised products.

B. Crafts: Crafts must be producer-only and generated or repurposed by the vendor. No direct sales associates or sellers of national, chain items are permitted.

C. Preserves: Preserved items such as jams, jellies, sauces, canned goods, etc. must be custom made. Vendors are encouraged to use as much local product as possible.

D. Baked Goods: Baked goods must be produced by the vendor. This rule does not apply to processed products. Vendors are encouraged to use as much local product as possible.

2. Market Fees: Fees for the market will be set by the market representatives at the beginning of each market season. Fees must be paid by the vendor before their participation in the market. Fees will cover the joint costs of the grower's market for:

Advertising and promotion

Charges for a bank account and other products and services

Webpage

Entertainment/music/programs

Managers' stipend

3. Payment Schedule: The vendor fee is \$200 for a Full Season, \$125 for a Half Season, \$30 per visiting (non-borough) business or crafter for a two-week minimum engagement (option to extend at a rate of \$15 a week), free for visiting businesses located and registered in the Borough of Bath, and free for Non-Profits or Demonstrations without sales. All payments are due with the vendor application. Checks should be made payable to "Bath Farmers' Market/Bath Museum." *Full season vendors who attend all 20 weeks will receive a refund of \$25.*

4. Regulatory Compliance: Vendors are personally responsible to be in compliance with local, state and federal regulations that apply to their business. These include but are not limited to:

Pesticide licensing and safe use

Certification of scales by the department of weights and measures

Retail food licensing and kitchen safety training

Organic certification for products claimed to be grown organically

State sales tax collected as required

Borough Alcohol Permit

Health and labeling regulations that apply to preserves, honey, cider, baked goods, canned goods, eggs, dairy products, meats, etc.

5. Operation of market stands: Vendors have the right to operate their stands as they choose after meeting the following minimum standards:

Vendors must ensure the safety of their display and canopy. Canopies must be weighted or tied down securely at all times.

Vendors missing two consecutive weeks may forfeit the vendor fee and space.

Individual vendors may have a different but regular attendance requirement as approved by the committee.

Vendors will strive to sell only products of the highest quality and freshness in keeping with the market's desired image.

Vendors will display a sign identifying the name and location of their business.

All vendors are responsible for cleaning up their market site and for removal of all garbage at the end of the market day.

Prices for all items on display should be clearly marked with individual price tags, signs or large legible sign boards.

All pricing will reflect typical market value.

All vendors are required to supply their own electric cords and water supply.

No more than 25% of products sold by a vendor may be from an associate vendor.

Vendors must abide by all applicable state laws and regulations for farmers' markets as they become enacted.

6. Market location: The BFM is currently held in Bath, Pennsylvania at the Monocacy Creek Park, at the intersection of Race Street and West Main Street.

7. Length of Season: The season runs 20 weeks from mid-May through the last Friday in September.

8. Market Times and Days: The market operates on Saturdays from 9:00 a.m to 12:00 pm. Vendors shall be prepared to operate at the opening time. All vendors are expected to schedule their arrival accordingly. Vendors shall clear the market site by 1:00 pm.

9. Vending Space Assignment: Vending spaces will be assigned by the manager. Individual vending space size may be flexible and is based on the needs of the individual vendor and the market.

Vendors will be assigned spaces that are available in such a way as to create a good product mix. In the event of a major redesign of the market space, a design map with a good product mix will be created and vending spaces reviewed with the vendors currently on the roster.

10. Sharing of Vending Space: A maximum of two growers may apply to share one vending space. Both vendors are required to follow all the rules of the market.

11. Educational and Community Activities: Space will be made available free of charge for market, educational or community promotional activities as needed. This space must be booked with the market representatives ahead of time and will be assigned at the discretion of the market representatives. This space will be made available on a first-come, first-serve basis but must be booked and approved by the BFM in advance. Insurance is required.

12. Associate Vendors: Any vendor selling with associate vendor products must provide the appropriate form with the name of the associate vendor and address. The vendor should post the associate name with the product being sold.

13. Emergency Procedures: The BFM is an outdoor venue and will be faced with storms and other bad weather. In the event of high winds and heavy rains associated with storms, vendors will be asked to lower tents or put them away along with any other items that could cause harm to others.

#### **IV. VIOLATIONS AND MARKET CERTIFICATION**

1. Market Certification: The BFM is a locally grown/produced farmer's market. This is a guarantee to the consumer that this is a market comprised of local farmers and producers selling only what they grow on their farms or produced locally. This guarantee is comprised of the words and deeds of the vendors themselves. The association reserves the right to make an informal farm visit to

verify the “producer-only” status of market vendors.

2. Submitting Complaint: Any complaint against any vendor regarding the origin of their produce or products, violations of association rules or any other matter must be directed to the attention of the market manager or committee in writing.

3. Complaint Resolution: The market representatives will determine what type of investigation, if any, shall be conducted. After an investigation, if any, a commendation shall be made to the members as to whether the vendor should receive a warning, temporary suspension or expulsion from the association.

4. Vendors may be terminated from the market at any time due to violation of the rules or behavior unbecoming the family atmosphere of the market. No refund of fees will be given at any time, whether a vendor is terminated by manager and committee or if a vendor terminates their own participation.

## **V. LIABILITY**

The non-crafter vendors of the BFM must present liability insurance naming the “Borough of Bath, its council, persons, officers, agents, appointees, independent contractors, and assigns, including but not limited to their engineers and solicitors, employee, inspectors and the Borough of Bath Zoning Officer as additional insureds with regard to General Liability when required in a written contract.”

Vendors must execute and comply with the "Indemnification Agreement" required by the Borough. For insurance purposes, the Borough address is 121 S. Walnut Street, Bath, PA 18014.

## **VI. TERMINATION**

The Bath Farmers’ Market may consider termination when there are less than four active members or by vote of the committee.

## **ACKNOWLEDGEMENT**

I have received and carefully read the Bath Farmers’ Market Rules and Regulations. I understand that it is my responsibility to abide by said Rules and Regulations. Rules and Regulations may be updated as the manager and market committee see fit and notification will be provided to vendors.

I acknowledge that the Rules and Regulations are not intended to be and should not be interpreted as a contract, expressed, or implied. I further acknowledge that I have been given an opportunity to ask any questions that I may have with regard to the policies set forth herein prior to executing this Acknowledgement.

Signed by:  
(Please Print Name)

Signature:

Date: