



COMPLETE VENDOR INFORMATION

NEWBURGH FARMERS' MARKET MISSION

The mission of the Newburgh Farmers' Market is to feed and engage the Newburgh community, support local farms and businesses, and create a more just food system.

Community

To create a welcoming, vibrant and inclusive community market and gathering space that contributes to the vitality of the City of Newburgh.

To offer enrichment programming related to fresh, healthy eating, farming, cooking, gardening, sustainable living and other related topics as well as showcasing Newburgh art and music communities.

To provide outreach opportunities for Newburgh non-profit organizations and projects which complement the mission of the farmers' market.

Local Farms and Businesses

To connect customers with local food and agricultural businesses in the mid-Hudson Valley region

To support farmers and working farmland in the Hudson Valley and surrounding agricultural communities.

To encourage sustainable agricultural and business practices.

Food Justice

To provide direct access to affordable, locally grown, fresh fruits and vegetables to people of all incomes and socio-economic backgrounds.

To enable local farmers, workers, and business owners to earn their livelihood and receive fair compensation for their efforts.

To work in partnership with the local network of food justice organizations to support and develop efforts to address hunger in our community.

MARKET RULES

The Newburgh Farmers' Market is a DBA filed by Common Ground Farm, a 501(c)3 organization in Beacon. The market is operated by the Market Manager, vendor selection and decision-making are made by the market manager with support of Common Ground executive director. Our market operates year round with two separate seasons:

NFM Summer Market: May - November 10:00am-3:00pm

NFM Winter Market: December - April 10:00am-2:00pm

Vendors agree to read these rules carefully before signing and agreeing their Vendor Agreement Forms. Failure to observe these rules may result in suspension or termination of Market privileges.

1. Vendor Applications

- A. Vendors must submit an application prior to each Market term whether or not they have been Vendors in the past.
- B. Applications will be reviewed by the Market Manager. Vendors may only participate in the market at the invitation of the manager.
- C. The application deadline for the winter season is October 27, 2023.
- D. Acceptance of applications after these deadlines will be at the discretion of the market manager.
- E. There is no guarantee that any one vendor has exclusive coverage of a particular sector of the market or product type. Decisions regarding the overlapping products will be made at the discretion of the market manager and committee with consideration of both the vendor and customer base support.
- F. Any value-added vendors that provide a product that is not primarily agricultural in nature must submit samples of the products they wish to sell along with their application and explanations of where and how their products are sourced.
- G. Failure to provide all materials of the application will result in a rejected application. Application fees will not be reimbursed whatsoever.

2. Geographical Limits

- A. All agricultural products must be grown and/or processed within a 100-mile radius of Newburgh, NY.
- B. All value-added vendor product offerings must contain a majority of agricultural products that were grown and/or processed within a 200-mile radius of Newburgh, NY when possible. Exceptions may be made at the discretion of the market manager for climate/cost-prohibitive ingredients.
- C. All vendors must be based in New York State. Exceptions made when comparable vendors can not be found within New York.

3. Agricultural Merchandise

- A. All agricultural products must be grown or wild-gathered by the Farmer/Vendor and/or their assistants, unless pre-approved by the Market Manager.
- B. There will be no reselling of produce or any agricultural products, unless pre-approved by the Market Manager. Given the approval of the Market Manager, Ag-Vendors may re-sell produce from other farms within the region but no more than 20% of their produce on any given day may come from these sources. Anything sourced from other farms must be clearly labeled as such.

4. Products and Sales

- A. Vendors agree to sell primarily produce and products grown or produced on their farm or at their business. Vendors should list for public view any locally sourced ingredients if applicable.
- B. Products / produce from other farms / businesses or from outside the Hudson Valley cannot exceed 20% of what the vendor offers for sale and must be pre approved. Produce and products from locales other than the Vendor's farm or business must be clearly identified as such, and the names and locations of the makers of those products must be also listed.
- C. When circumstances such as severe weather eliminate availability of Hudson Valley produce, Vendors may substitute produce / products from other regions within New York State or from the next closest region and must identify the source of such offerings.
- D. The following food products can be sold at the market:
 - 1. Fresh foods such as fruits, vegetables, greens, meat, poultry, fish, seafood, eggs and mushrooms.
 - 2. Prepared foods such as dairy products and cheeses, baked goods, smoked meats and fish, pasta, soups, prepared meals, frozen desserts, relishes, salsa, sauces, dried foods, honey, maple syrup, pickles, juices, wines, beer, teas, ciders, herbs and herbal products.
 - 3. Specialty products such as plants, flowers, coffee, olive oil and refreshments as reviewed and

approved by the Market Manager.

4. Sale of products not listed above: must be approved at least one week in advance by the Market Manager.
- E. Vendors may not sell as a franchise or use franchise trademarks, logos, etc., at the market, unless approved by the Market Manager. Vendors may not sell franchised products for other suppliers, unless approved.
- F. All products sold at the market must be of high quality. If the Market Manager deems any product inferior in quality the Vendor agrees to withdraw the product immediately or sell for a discounted price.
- G. Radical price cutting of top quality produce is prohibited. Poor quality or overripe produce must be labeled as such and can be sold for a discounted price.
- H. Selling of dairy products, eggs, meats, canned goods, alcohol and other processed or potentially hazardous products must meet all legal requirements.
- I. Highly perishable foods, prepared foods and specialty products must be refrigerated / stored in compliance with all applicable laws.
- J. Vendors must offer customers at least two forms of payment options (e.g. cash and check, or cash and credit) that are clearly labeled as options.

5. Compliance

- A. Vendors must comply with all laws, ordinances, and regulations of the United States, State of New York, County of Orange, and City of Newburgh and are responsible for doing so.
- B. Vendors must obtain all licenses or certifications so required, and these must be available for inspection at the market, as well as being provided to the Market Manager in advance of the season.
- C. Goods may be sold by weight, volume, container / package or count. All weights, measures, packaging and labeling must comply with all applicable laws. Vendors must be approved by the Orange County Sealer of Weights and Measures.

6. Inspection

- A. All Vendors are subject to inspection by the Market Manager for the sole purpose of confirming conformance with the Farmers' Market Vendor Rules and policies.
- B. Failure to submit to such an inspection can result in suspension of Vendor's Market approval.
- C. Market Managers may request a site visit.

7. Setup and Departure

- A. Vendors shall arrive at the market and be ready for customers at 10:00am. Late admittance will be at the discretion of the Market Manager who can be contacted via cell phone (**Ilyana Campos 845-591-0893**) Vendors arriving late will be subject to a late fee of \$5 (first time), \$15 (second), \$30 (third), \$45 (final) at the discretion of the Market Manager, who can terminate the Vendor Agreement after the third violation. Vendors may not sell any items prior to 10:00 am.
- B. Each vendor will display a sign stating the Vendor's/Farm name and the location of their farm or production facility.
- C. Prices for all items will be clearly displayed at all times either on a board or on individual items.
- D. Vendors must wait until closing time to start packing up their spaces. Vendors may not sell any items after fifteen minutes past closing time.
- E. Vendors must remove unsold produce and clean up their spaces before leaving the market. A fine of \$30 may be imposed by the Market Manager for violation of this rule.
- F. Vendors must be clear of the site within an hour after the close of the Market unless other arrangements are discussed with and approved by the Market Manager. A fine of \$30 will be imposed for violation of this rule.
- G. No Vendor may leave their spot before the close of Market without explicit approval from the Market Manager.

8. Space Assignments

- A. On the application, vendors can submit their location preferences (general or specific) for consideration by the Market Manager. While all preferences will be considered, many factors are involved in location decisions and a preferred location cannot be guaranteed.
- B. Vendors will be assigned a space at the market by the Market Manager, and a location map will be sent out in advance of opening day.
- C. Vendors who wish to change location or size after locations are assigned must request a change by email to the **Market Manager (newburgh@commongroundfarm.org.)** Changes cannot be guaranteed.
- D. Vendors can only request one change per market season.

9. Upkeep and Waste

- A. Vendors are responsible for keeping their area clean and neat at all times, and carrying out any large packaging used to deliver products. All Vendors are required to carry their own broom & pan and are required to thoroughly sweep their vending area free of organic matter, paper and plastic debris at the end of the day.
- B. In our effort to reduce market landfill waste, certain packaging products are PROHIBITED at the market: styrofoam, plastic carry out bags, and mixed material products (such as paper-lined foil.) The Market Manager can offer alternative product suggestions upon request.

10. Conduct and Zero Tolerance

- A. Vendors must conduct themselves in a professional and courteous manner at all times, both during the market and outside of the market. The Market Manager can require a Vendor or an employee of a Vendor to leave if their conduct is deemed to be inappropriate. Inappropriate conduct may include, but is not limited to, any form of harassment based on race, gender, sexual orientation, ability. The Market Manager may decide without warning to permanently remove a vendor from the market for conduct violations.
- B. The Newburgh Farmers' Market maintains a smoke-free environment.

11. Display and Signage

- A. All Vendors must keep their merchandise, equipment, displays and signage within the space assigned to them. Pedestrian flow cannot be impeded by the Vendor's setup. Vendors must set up their space in a manner that does not block the customers' view of or impede access to other Vendors in any way. Vendors must have a sign that prominently identifies the name of their farm/business and its location. Vendors are encouraged to list all products offered each week.
- B. Signage: All Vendors must display at eye level a sign that states the name of the farm or business, and the location; this signage should be approximately 4.5 square feet, e.g. a 18"h x 36"w banner. All Vendors must also display items and prices. This may be on a separate board (like dry erase or chalkboard), or on the main banner, or labeled product groupings may be priced clearly for all shoppers to recognize.

12. Rents

- A. Market rent is \$20/week for regularly scheduled vendors. Rents rise based on the size of space needed for adequate display and/or vendor sales volume as determined by the Market Manager.
- B. Guest vendors and vendors participating less than once per month will pay \$25/ week.
- C. Weekly and biweekly vendors who wish to prepay for the season will be subject to a discount of 5% for a seasonal commitment.
- D. Monthly rents are due on the first Saturday of each month for the coming month.
- E. A late fine of \$20 will accrue for each week after the second Saturday that the rent is in arrears.
- F. By signing the contract to participate as a vendor, you are agreeing to attend the market from opening day until the closing market day unless otherwise agreed upon. Vendors will be held responsible for

last updated: 9.15.23

the rent for the entire season agreed to in the application. If a vendor must pull out of the market, the vendor will be held responsible for any further rents due until an appropriate replacement vendor can be found. Exceptions can be made in the case of extenuating circumstances that have been discussed with the Market Manager

- G. Bounced checks are subject to a \$30 fine to cover bank fees and administrative costs, in addition to the amount of the original check.

13. Insurance and Indemnity Agreements

- A. All vendors must carry General Liability Insurance in the sum of \$1,000,000.00 dollars each occurrence and \$2,000,000.00 annual aggregate.
- B. The Common Ground Farm, the Cornerstone Residences, and Safe Harbors of the Hudson must be named as an Additional Insured on this policy for the Winter Market. A copy of all insurance certificates for the Indoor Market are due one week prior to the first market and must be submitted to the Market Manager.

Newburgh Farmers' Market/Common Ground Farm 79 Farmstead Lane Wappingers Falls, NY 12590	Cornerstone Residences 111 Broadway Newburgh, NY 12550	Safe Harbors of the Hudson 111 Broadway Newburgh, NY 12550
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- C. Vendors cannot sell at the Market without insurance certificates on file and insurance must be kept current throughout the season.
- D. All insurance certificates must be received by the Market Manager one week prior to the first date of sale for each season and appearance at the Market.

14. Attendance

- A. The BFM meets **rain or shine**.
- B. Vendor rent is due for **all scheduled markets**.
- C. Vendors may not attend the market until overdue market fees are paid in full.
- D. Schedule change requests should be submitted through Manage My Market **a minimum of one week** in advance.
- E. When a market date is withdrawn/canceled **a minimum of one week** in advance of a scheduled market, vendor rent will be waived.
- F. **Vendors are allowed one excused absence per season. Afterwhich, absences are evaluated at the discretion of the market team. Because a thriving farmers market relies on a high volume of vendor attendance, vendors will be charged the weekly vendor fee unless otherwise indicated by the market team.**
- G. In the event of illness, emergency, etc, Vendor will make best efforts to notify the Market Manager 24 hours in advance by email (Ilyana Campos, newburgh@commongroundfarm.org).
- H. Vendors are subject to NFM Committee review for multiple missed markets which may result in removal from the market.

15. Market Cancellation

- A. In the case of an extreme weather warning, the Market Manager reserves the right to cancel the market, and will notify all vendors by cell phone as early as possible. In general, the market will run rain (snow) or shine.
- B. If the market is on, but a Vendor chooses not to attend due to weather, this will count as their one excused absence, provided they notify the manager by phone or email in a timely manner.
- C. The market budget allows for two possible weather cancellations, and in the event of 1 or 2

cancellations, Vendors will be refunded or credited their vendor fees for the weeks the Market was canceled. If there are more than two weather cancellations in a season, vendors will not be refunded or credited for rent. The market can accommodate a certain amount of uncertainty around weather, but we ask Vendors to share the risk by agreeing to be responsible for rent in the case of more than two cancellations. This allows us to continue to operate with a reasonably secure market budget.

- D. In the event that Safe Harbors schedules an event in the Ritz Lobby during market hours, a suitable space will be found to hold the market. If a space cannot be found, the market will be canceled for that day. The Market Manager will notify Vendors several weeks in advance if such a situation occurs.

16. Enforcement and Violations

- A. Vendors who suspect that another vendor is violating any market rules should report the matter to the Market Manager. Vendors should not attempt to address violations themselves.
- B. The Market Manager will be responsible for researching reported violations and deciding how to best resolve an issue.
- C. Violations of any market rules will be dealt with by the Market Manager. The Market Manager will give a verbal warning notice to the Vendor for an infraction of the rules, and follow up by email to confirm the warning.
- D. After a Vendor receives two verbal warnings, the Market Manager has the power to expel the Vendor if a third violation of the rules occurs. Conduct violations may result in a Vendor being expelled without warning.

17. Communication

- A. The Market Manager will be responsible for communicating any significant changes or news through email to Vendors.
- B. The Market Manager will be onsite during the market, and will be the first line of communication for any market issue or concern.

18. Solicitations

- A. The Market does not allow solicitation, entertainment, informational and advocacy activities, unless approved by the Market Manager or as part of the scheduled NFM Programming. Vendors will be alerted about such activities and programming in advance.
- B. Vendors may not use their own space for advocacy or informational displays unless approved by the Market Manager.

19. Entertainment

- A. The Farmers' Market may host amplified music, so long as it is in compliance with current New York State Farmers' Market health regulations. Non-amplified music is permitted and will be coordinated by the Market Manager.

20. Participation in WIC/SNAP/FMNP/DUFB Programs

- A. The NFM is registered with the SNAP/EBT program to provide SNAP/EBT tokens and Double Up Food Bucks tokens for use throughout the entire market for eligible products.
- B. Vendors whose products are eligible for SNAP/EBT benefits will be required to accept these tokens and Double Up Food Bucks as payment. SNAP eligible items include all groceries, or food items intended to be brought home for consumption (except for alcohol.) Double Up Food Bucks are intended for fruits and vegetables only.
- C. Vendors whose products are eligible for WIC/FMNP vouchers will be required to accept these vouchers as payment. This includes fresh fruits and vegetables.
- D. Vendors must display signage given out by the Market Manager to indicate participation in these programs.
- E. All vendors who accept SNAP/EBT and WIC/FMNP benefits are required to participate in the market's

last updated: 9.15.23

Greens4Greens incentive program, which doubles the value of any SNAP/EBT tokens and/or WIC/FMNP vouchers. More information on this program is available at the market website (<https://beaconfarmersmarket.org/food-benefits>)

- F. Vendors whose products are eligible for EBT/SNAP and/or WIC/FMNP may be required to undergo additional training or certification prior to the first market in order to offer these benefits. This will be communicated in advance by the Market Manager.
- G. Vendors will submit tokens and Greens4Greens checks to the Market Manager for reimbursement on a weekly, monthly or less frequent basis as needed. When possible, the Market Manager will reimburse in cash; otherwise, a check will be issued at the end of each month for the monthly total. Fresh Connect checks and WIC/FMNP vouchers have a separate redemption process, and Vendors are responsible for submitting checks and vouchers received. The Market Manager will provide Vendors with information on the Fresh Connect, WIC and FMNP redemption processes, and will assist Vendors with enrolling in these programs as needed.

21. Amendments

- A. These rules may be amended by a majority vote of the Committee.

***Your signature on the vendor application affirms that you have read and will abide by these rules.
Please keep a copy of the rules for your records.***