

Rules and Regulations

Town of Chestertown's Farmers' Market (Farmers, Artisans and Non-Profit Organizations)

The Chestertown Farmers' Market (hereinafter referred to as the "Market" in these Rules and Regulations) is comprised of three (3) separate areas for Farmers, Artisans and Community Organizations. The Market has been authorized by the Mayor and Council of Chestertown to operate in Fountain Park on Saturday mornings from 8am to noon. Set up will begin after 6:30 a.m. and vendors must leave the Market area before 1pm. The Market may be closed or closed early occasionally due to other Town-permitted events or serious weather events such as hurricanes and heavy snows. Market Managers will be notified at least two (2) weeks in advance of market closures due to Town-permitted events. The Farmers Market will not operate when snowplows are clearing snow from streets and/or sidewalks during a snow event.

THE PURPOSE OF THE MARKET IS TO GIVE LOCAL FARMERS, ARTISAN AND COMMUNITY ORGANIZATIONS SUCH AS:

- Farmers, growers and producers the opportunity to sell goods to the general public in an outdoor market setting. Over time, the Farmers area has expanded to permit the sale of edible goods, baked goods, eggs, dairy products, frozen meat, seafood, dog treats, nursery stock, herbs, flowers and byproducts derived from local animals such as wool, yarn and animal skins. The Farmers Market can operate year-round except in dangerous weather, such as hurricanes and snowstorms, preclude the Market from safely being open.
- Artisans, the opportunity to introduce and sell a diverse selection of products, that are committed to the spirit and values of the Market, such as jewelry, fabrics/fibers, artwork, photography, wood work, glassware and pottery. Products must be original, handcrafted designs produced by the artisan. The Artisans Market season operates from April to December as weather and Town permitted events dictate.
- Local Community Organizations, the opportunity to provide public awareness and education about their organization. Community Organizations shall obtain a free permit from the Town of Chestertown. Community Organization spaces are not assigned. A set up area map will be provided with the approved permit. The permit must be displayed, and the space must be manned each Saturday an organization sets up in the Market. The Community Organization Market season is year-round as weather and Town-permitted events dictates. *NOTE: Community Organizations wishing to sell raffle tickets at the Market, must obtain and display a raffle permit from the Kent County Commissioners.*
- *NOTE: All entities and interested parties not involved directly in the day-to-day operations of the Market must present suggestions, views and opinions to the*

Chestertown Mayor and Council in writing, at a Council Meeting, before lobbying Councilmembers and Market Managers.

THE MAYOR AND COUNCIL OF CHESTERTOWN CREATED THE MARKET IN THE EARLY 1980s. IT HAS GROWN AND IS A POPULAR ATTRACTION IN THE DOWNTOWN. HOWEVER, IT IS IMPORTANT THAT THE RESPONSIBILITY FOR THE MARKET ULTIMATELY LIES THE TOWN COUNCIL. AS A RESULT, THE FOLLOWING RULES AND DEFINITIONS APPLY.

THE TOWN OF CHESTERTOWN:

1. Reserves the right to terminate the Market or change its time and/or location and/or Rules and Regulations as may be deemed necessary.
2. Reserves the right to deny vendors who represent a conflict of interest with merchants of the Town of Chestertown. New vendors must apply to the appropriate (farmer or artisan) Market Manager who will make the decision of acceptance and space assignment or maintain a waiting list using the date of application as the order of acceptance.
3. Reserves the right to appoint and terminate the Farmers and Artisan managers. Managers who wish to terminate their position must notify the Mayor & Council in writing and may suggest a successor. The vendors will be notified in writing of manager appointments and terminations. The Artisan and Farm Market Manager will be paid \$1,000.00 annually, in December. If there are two (2) or more managers in either division the payment shall be split divided between the managers.
4. Defines "local" to be vendors who live and produce their products in Kent County, Queen Anne's and Cecil Counties. Preference will be given to Vendors from Kent County and Northern Queen Anne's County, vendors from Cecil and Queen Anne's County are permitted as the Market as space allows. One Farmers vendor from The Lapp Family will be grandfathered into these Rules and Regulations.
5. Requires vendors to have adequate MVA insurance to operate such vehicles as needed to vend at the Market. It is strongly recommended that vendors have their own liability insurance to cover their personal and business liability as participants in the Market. The Town's liability policy will only cover the liability of the Town on the Town property itself and not the safety of the food products, the vehicles, the umbrellas or tent liability or the condition of the space created by the vendor's property, goods or equipment. If a vendor is deemed to be operating in an unsafe matter, the Town reserves the right to require liability insurance from said vendor.
6. Requires requests from Farmer, Artisan and Community Organization vendors to use umbrellas or tents in the Parks. Farmer, Artisan and Community Organizations are solely responsible for damages or personal injury resulting from the use of umbrellas, tents, containers or any other items used in their Market space. Farmers may supply proof of liability insurance prior to January 1st of each calendar year. Artisans may supply proof of liability insurance prior to April 1st of each calendar year. If a vendor is

deemed to be using umbrellas, tents or tables in an unsafe matter, the Town reserves the right to require liability insurance from said vendor.

7. Requires appropriate dress. Shoes and shirts are required.
8. Requires vendors, who bring their children to the Market, to keep a watchful eye on their children, at all times during Market hours. Vendors will be prohibited from allowing unattended children to wander, climb trees or get in the fountain. The Town and Market Managers assume no responsibility for the safety and whereabouts of vendors children.
9. Requires all goods offered for sale to be in sound condition. All edible goods must be safe for human and/or animal consumption. The vendor is solely responsible for any damages resulting from the sale of unsound or unsafe goods. The Town authorizes the Managers to require a vendor to immediately remove any low-quality merchandise or food from the Market and/or to vacate the Market temporarily or permanently. If a vendor is to be removed permanently from the Market, the vendor will receive a written warning from the Mayor and Council and be given the opportunity to resolve the issue before termination.
10. Requires vendors to maintain spaces in a clean, safe, and sanitary manner. This includes protecting the paved and non-paved areas of the Park from oil and fuel drips from any part of the vendor's vehicle. This includes hauling away any trash or garbage that is generated in or around the vendor's space. Vendors are not permitted to dispose of produce waste, overripe or leftover produces or boxes in any on-site or off-site garbage containers or dumpsters surrounding the Market site. Vendors offering product tastings must supply a small trash receptacle to collect tasting containers.
11. Requires food vendors who offer tastings to obtain, pay for and display licenses, and bear all expenses for Kent County Health Department inspections and monitoring to comply with State of Maryland and Kent County Health Department regulations and apparatus to offer product tasting. On December 5, 2016, the Chestertown Mayor & Council approved tastings in the Market to begin April 1, 2017. On December 5, 2016, the Mayor & Council did *not* approve cooking in the Market.
12. Requires the Farmers Market Manager to deliver a signed Contract and a nonrefundable \$20.00 application fee for each Farm Vendor to the Town office prior to January 1st of the next Market season. *For example, 2019 applications/fees must be received before January 1, 2019.* Each contract is valid for one (1) Market season.
13. Requires the Artisan Market Manager to deliver a signed Contract and a nonrefundable \$20.00 application fee for each artisan vendor to the Town office prior to April 1st of the current Market season. Each contract is valid for one (1) Market season
14. Prohibits the reselling of commercially bought products that do not originate from farmers/producers and artisans. Farm vendors agree to comply with all applicable federal, state and local laws and regulation and obtain all necessary licenses and permits and provide documentation of such compliance to the Market Manager. Vendors will not be permitted to sell commercially processed food. Vendors must display all licenses

while selling in the Market. Food Market Managers have the right to ask vendors to stop selling food items that are not locally grown or determined "resale".

15. Prohibits vendors from idling the drive engine to their vehicle (diesel or non-diesel) longer than five (5) minutes. Food Vendors who must comply with Maryland Department of Agriculture (MDA) food safety standards must find an alternative method to comply with MDA standards.
16. Prohibits smoking by vendors in all areas of the Market.
17. Prohibits vendors from approaching, intimidating or questioning the selling/production practices of other Market vendors. All vendor concerns are to be directed to the farm or artisan Manager or to the Town Manager or to the Mayor and Council.
18. Will approve and issue Community Organization permits and Market map along with instructions to display the permit within the space. Community Organizations are not permitted to set up their table and/or display until 8:00 a.m.
19. Set a nonrefundable annual farmer and artisan application fee in the amount of \$20.00.
20. Set a weekly farmer and artisan vendor space fee in the amount of \$10.00 for each 10 x 10 or 12 x 12 tent, umbrella and open space.
21. Vendor payments by check are to be made payable to: Town of Chestertown.
22. Will collect all Vendor application and Vendor fees for the upkeep of the fountain, reseeding grass, trimming trees and bushes, and maintaining/expanding brick sidewalks.
23. Space fees will be effective January 1st of each year.

EQUIPMENT AND SUPPLIES:

1. Each farm, artisan and community organization_vendor may supply a tent, umbrella and tables, not to exceed the width of their space(s) and assume sole responsibility for damages or injuries from their use thereof.
2. Vendors on Park Row only, may use the back or tailgate of a truck or wagon in addition to or in place of sidewalk space as long as the vehicle is backed into the curb.
3. Vendors on Cross Street, (2 vendors spaces) may parallel park to the curb as long as the vendor sells from the sidewalk side of the vehicle.
4. Prepared food must be at least 6" off the ground.
5. Every vendor who shall offer for sale at the Market any article by weight or measure must have appropriate scales, weights, and measures property examined tested stamped and sealed.

VENDOR RESPONSIBILITIES:

1. Vendors are responsible for manning their assigned space at all times. The Town of Chestertown and Market Managers will not be responsible for vendor attended or unattended product or property loss, theft or vandalism.
2. Vendors are expected to set up and sell on all Market days as weather permits. Vendors who are not able to set up must call the appropriate Manager prior to Market day.
3. Vendors may not move from their original assigned space in the absence of another vendor without the coordination of the Market Manager. Vendors may not share a space with a non-vendor to avoid the application and approval process.
4. Vendors are responsible for the collection and payment of State of Maryland Sales Tax and all other tax(s) associated with the sale of their products at the Market.
5. Vendors are expected to obey all Town Ordinances while at the Market. This includes but is not limited to the Noise Ordinance, Peace and Good Order, Alcoholic Beverages, Dogs and Other Animals, Littering, Peddling and Soliciting, Streets and Sidewalks, and Vehicles and Traffic.
6. Vendors are required to operate their space(s) in a safe manner and are required to make immediate safety changes when directed to do so by the Market Manager. Tents and umbrellas must be secured for safety and will not be allowed in the Market unless approved for use by the Town prior to the Market season.
7. Vendors are expected to present a neat, uncluttered space for sale of goods. Disorderly, loud, unkempt, dirty or hygiene-challenged vendors can be terminated by the Farmer or Artisan Market Manager, if they do not respond to corrective warnings.
8. Vendors who occupy spaces on Park Row are permitted one (1) vehicle in the diagonal parking during Market hours.
9. Community Organizations are not permitted to park in spaces on the perimeter of Fountain Park during Market hours.
10. Vendors must not park in Handicapped spaces during Market hours. Violators will be fined.
11. Vendors with spaces, not on Park Row or High Street must unload and move their vehicle as quickly as possible from the perimeter of Fountain Park.
12. Vendors and Community Organizations must “pack & stack” prior to moving their vehicle from the perimeter of Fountain Park.

MARKET MANAGERS RESPONSIBILITIES:

1. Manager shall arrange an annual meeting with the vendors prior to each January season.
2. Assure all food vendors display federal, state and local licenses and permits for the sale and tasting of food products.
3. Collect and turn in to the Town office all signed vendor applications, proof of liability insurance (if available) and \$20.00 application fee prior to the deadline dates stated in these Rules and Regulations.

4. Record and collect fees stated in these Rules and Regulations each Market Saturday and turn in a record of vendor payments and money to the Town office during the following week.
5. Assure that all vendors abide by these Market Rules and Regulations as approved by the Chestertown Mayor and Council.
6. Market Managers will notify Chestertown Police Department if vehicles are blocking any vendor's space on Park Row.
7. Farmer and Artisan vendor disputes are to be directed to the appropriate Market Manager. If the manager cannot reach a resolution with the vendor, vendor may request a meeting with the Town Manager initially. If the dispute is still unresolved the Manager may direct the vendor and the issue to the Town Council.
8. Direct Community Organization disputes to the Town Manager or Mayor and Council.
9. Managers must remain on the premises at all time, rain or shine, during the market hours of operation or appoint a substitute.
10. Keep a waiting list of approved vendor requests by date of application and assign spaces when available. If a new Farmers Market Vendor is approved they will be permitted on High (existing Farmers Market Vendors who wish to move to High Street shall do so before new Vendors are assigned the High Street spaces).

INDEMNIFICATION:

A Farmer, Artisan or Community Organization Vendor may not instigate any action or suit of law or in equity against the Market, any employee or agents: The Town of Chestertown, The Mayor and Council of Chestertown, the Town's employees or agents; or, any adjacent property owner. A Vendor will not aid in the institution or prosecution of any claim for damages, cost, loss of services, expenses, or compensation of or on account of any damages, loss, or injury to person(s) or property as a result of operation under a vendor Contract. This Section shall survive any termination of the Contract.

BREACH OF CONTRACT:

A violation of any provision of these Rules and Regulations, at any time, shall constitute a default by the Farmer, Artisan or Community Organization Vendors. The Farm or Artisan Market Manager has full and complete authority to request that the breach be corrected immediately. If the breach is not corrected immediately, appropriate action shall be taken, up to and including barring the Vendor from further participation in the Market. If such action is taken by the Market, there will be no refund of any payments already paid by the Vendor. If a Vendor is asked to leave for reason of a Breach of Contract, the Vendor will not be permitted to return for the rest of the Market season. However, the Farm or Artisan Market Manager may IMMEDIATELY TERMINATE a Vendor's Contract if it is determined that a product or product labeled or sold is deemed to be not in compliance with these requirements in this Contract.

TERMINATION:

Any of the parties, hereto, shall have the right to terminate upon submission of a written notice to the other parties thirty (30) calendar days in advance. Termination notices from the farmer or artisan Vendor should be mailed to:

Town Manager
Town of Chestertown
118 N. Cross Street
Chestertown, MD 21620