



Market Rules and Regulations

Market Mission: The Make Gahanna Yours Farmers Market (The Market) and Make Gahanna Yours Winter Market (The Market) seeks to provide an outlet for fresh and healthy food for the Gahanna community as well as visitors to the neighborhood. Our goals are to support local farmers to address the food access needs of the community, support local artisans & small batch product makers/bakers, and to create a space for community interaction.

The Make Gahanna Yours Farmers Market and the Make Gahanna Yours Winter Market, which extends the farmers market season, increases the availability of fresh produce and other local products to the Gahanna community throughout the year.

The following rules and regulations have been established by the Market Board to maintain a productive marketplace for both vendors and consumers. The Market may change, modify, or delete rules and regulations to preserve the safety and security of said marketplace. The Market has partnered with Make Gahanna Yours, an independent 501(c)(3) non-profit organization, to manage the daily operation of the market, including but not limited to the resolution of any dispute regarding these rules and regulations.

ADMISSIONS

Approval

The approval to participate in The Market will not exceed one growing season and is based on the receipt of necessary documents including, but not limited to:

1. Completed on-line application. After approval email received by the Market Manager, which should be received in 5-7 business days, complete the remaining items, including the signature page.
2. Signed copy of rules and regulations (signature page only).
3. Applicable permits and/or licenses required by the applicable municipal law or State of Ohio.
4. Payment, in full via online payment portal. Unless prior arrangements have been made.
5. **All vendors must have adequate liability insurance, in the form of a certificate of insurance greater than, or equal to \$1 million dollars to protect their individual business while at the market. The Gahanna Farmers Market/Make Gahanna Yours, The City of Gahanna, AND Olde Gahanna Sanctuary LLC must be listed as additional insured on this policy.**

Completion of application does not guarantee your participation in the Gahanna Farmers Market. Your admission to the market will be considered based on product diversity (individual and market) and available space, among other factors. The Market Manager will reach out via email within 5-7 business days to approve/deny your application. If approved, the remainder of the documents listed above will then be due. Decisions made by the Gahanna Farmers Market shall be final.

Fees

Market rent is due upon approval of your application and must be received in full 10 days prior to the start of the first market or first market the applicant is attending. Fees are non-refundable and credits for days missed will not be given. See the application for current fees.

Licenses/Permits

It is the responsibility of the vendor, prior to first market date, to obtain and submit copies of all licenses and/or permits which are required and/or necessary to farmers' markets, including, but not limited to a Mobile Food Operation, Food Safety (such as Home Bakery or Frozen), and Nursery Dealer License. These items must be submitted at least 10 days prior to the start of the first market or first market the applicant is attending. *All vendors must comply with laws, ordinances and regulations set forth by the applicable municipal law, the State of Ohio, and the United States.*

- **Continuing Vendors:** For vendors continuing from the summer farmers market season to winter market season and vice versa, please check which licenses you have already provided to the market on the appropriate lines below.
- **New Vendors:** If you did not participate in the summer farmers market or winter market, and depending on the product(s) you sell, you must attach a copy(s) of all applicable permits, certifications and/or licenses required by the applicable municipal law or State of Ohio.

A. **POLICIES AND REQUIREMENTS REGARDING VENDORS**

The Market encourages, supports, and promotes the entrepreneurial efforts of local, independent, and small-scale farmers and artisans seeking to sell their products directly to consumers. *We consider our marketplace an incubator for small business and therefore give those businesses priority, but depending on space and diversity of businesses we may consider small businesses with storefronts that may be a fit for our market.* Due to being supported by and fundraising for, Make Gahanna Yours, a 501(c)(3), we do not accept any registered 501(c)(3) non-profits or other fundraisers (Boy Scouts of America, Girl Scouts, Sports groups, Youth groups, etc).

Farmers

1. Farmers are to sell what they produce.
2. All produce must be grown in Ohio.
3. Farmers may not sell value added products that they, themselves do not produce.
4. All products are subject to approval by the Gahanna Farmers Market.
5. ***Products purchased at wholesale, auction, or "terminals" are strictly prohibited.***

Artisan Producers of Edible Goods

1. Producers may sell products that they, themselves, have produced.
2. Preference is given to producers who utilize products that they, themselves, grow.

3. Products sold by producers should reflect the local agricultural system.
4. Products must comply with all city, state, and federal regulations.
5. All products are subject to approval by the Gahanna Farmers Market.
6. **Products purchased at wholesale, auction, or “terminals” are strictly prohibited.**
7. If selling products under the guise of “Cottage Food Production,” vendors shall adhere to all policies set forth in the **Ohio Administrative Code, Chapter 901: 320 Cottage Food Production.**

Artisan Producers of Non-Edible Goods

1. Producers may sell products that they, themselves, have produced.
2. Preference is given to producers who utilize products that they grow.
3. Products must comply with all city, state, and federal regulations.
4. All products are subject to approval by the Gahanna Farmers Market.
5. **Products purchased at wholesale, auction, or “terminals” are strictly prohibited.**
6. **Direct Sales such as Scentsy, Color Street, LuLaRoe, Avon, Mary Kay, etc. are strictly prohibited.**

Labeling

Vendors should provide clear, written information about production methods, which can be available to any consumer who requests it.

According to **Title 7: Agriculture, Part 205—National Organic Program, Subpart B—Applicability:** Except for operations exempt or excluded in §205.101, each production or handling operation or specified portion of a production or handling operation that produces or handles crops, livestock, livestock products, or other agricultural products that are intended to be sold, labeled, or represented as “100 percent organic,” “organic,” or “made with organic (specified ingredients or food group(s))” must be certified according to the provisions of subpart E of this part and must meet all other applicable requirements of this part.

Certified Naturally Grown producers (produce, apiaries, and livestock) shall provide a certificate issued by Certified Naturally Grown.

B. GENERAL MARKET RULES

Market Hours

The Make Gahanna Yours Winter Farmers Market will be open on the 3rd Wednesday of the month in the evening, November, December, January, February, March, and April from 4pm to 7pm. The Make Gahanna Yours Gahanna Farmers Market will be open each Wednesday (see exceptions for current year) of the month in the evening from 4pm to 7pm, June, July, August, and September.

Severe Weather Policy

The Market is **RAIN OR SHINE**. Credit or refunds will not be administered due to cancellation for severe weather. Severe weather includes but is not limited to high speed winds/gusts, hail, thunder, lightning, heavy rainfall, tornado watch or tornado warning. Please come prepared to

set-up, hold the market and/or clean up in wet conditions if severe storms are not threatening the market, patrons, vendors or volunteers. During the Winter Market, markets will be canceled without credit or refunds due to snow emergencies and/or any official stay-in-place orders from local officials.

Attendance

It is expected that all vendors participate in every scheduled market that they were approved for and made payment for without exception. On the rare occasion of extraordinary circumstances when a vendor may not be able to be in attendance, please contact the Market Manager, at 614-400-3304 no later than 24 hours before the start of The Market. If you will be late to the market, please contact the Market Manager as soon as possible.

Arrival and Departure

- 1. Vendors may begin setting up at 3:00 pm, no later than 3:30pm.**
- 2. Vendors can begin tearing down at the end of the market (7:00 pm) and shall vacate the venue no later than 8:00 pm.**
- 3. ALL Vendors are required to stay for the DURATION of the market, regardless of sales.**

Safety and Sanitation

When you leave, the property should look like it did when you arrived. The Market location owners (Olde Gahanna Sanctuary LLC) reserve the right to terminate its role as host site of the Make Gahanna Yours Farmers Market or Winter Market based on lack of cleanliness. If The Gahanna Sanctuary (Olde Gahanna Sanctuary LLC) terminates its role as host based on the safety and sanitation of the property, the Make Gahanna Yours Farmers Market or Winter Market lease with vendors is also terminated.

1. No vendor shall bring an animal at any time.
2. All produce, containers, signs, debris and/or trash must be taken with you.
3. Clean up should conclude within 1 hour of market closure.
4. No loud radios or shouting of prices is permitted.
5. Tables, signs, and other like materials must not impede pedestrian traffic (no tents indoors).
6. Vendors may not use The Gahanna Sanctuary (Olde Gahanna Sanctuary LLC) property for debris removal.

If a vendor does not clean their market space, such shall constitute a breach under the rules and regulations and will be subject to removal. If a vendor is removed from The Market, a refund will not be granted, as all fees are non-refundable and any monies paid by the Vendor to such date shall belong to The Market.

Vendor Space

1. Vendor space will be assigned by the Market Manager.
2. Each space is approximately 6' x 8' up to 10' X 10'.
3. Vendors may request a maximum of two spaces.
4. Excessive tardiness or absence may result in a reassignment of space or termination of participation..

5. Vendors are to set their own prices.

Vendors may share one space on the condition that both vendors are approved independently of one another by The Market. It is the responsibility of the vendors to determine the cost share of the space and shall submit payment together upon approval.

The Market will not approve a vendor for a half space. In the case that one vendor is approved and one is not, the approved vendor will have the option of submitting a new space share vendor or of renting a whole space.

Equipment and Supplies

1. Vendors are to supply their own tables, weights, tents, signs and like materials (no tents indoors).
2. Vendors must display an identifying sign for their farm or business.
3. Electricity is available on a limited basis, please plan accordingly. You will be notified by the Market Manager if there is availability.
4. Vendors shall supply carts or like equipment for transporting supplies.

Pricing

1. Pricing of products is the responsibility of the individual vendor.
2. Prices should be displayed clearly.
3. Dropping prices at the end of the day is strongly discouraged.
4. Vendors are discouraged from giving products away for free or at below-cost pricing, thus undercutting potential sales of other vendors.
5. Prices should reflect fair market value.
6. Vendors shall follow guidelines set forth by the **Ohio Administrative Code, Chapter 901: 6-7 Packaging and Pricing of Food and Nonfood Products.**

Parking

Vendor vehicles will be parked in the public lot across from the Gahanna Sanctuary, off N. High Street and Town Street in Gahanna for the Winter Market. Approved outdoor vendors for the Winter Market will be allowed to set up their trailers in a designated area within the public lot.

For the summer Farmers Market, vendors will be assigned spaces in the public lot to set up their tents and or vehicles/trailers. The Market Manager can answer additional questions regarding parking.

As an additional service to the community, all still consumable products not being taken back by the vendor can be gathered for donation to Gahanna Residents In Need. Please consult the Market Information table for more details.

The vendor agrees to protect, indemnify and hold harmless the Make Gahanna Yours Farmers Market, the Make Gahanna Yours Winter Market, Make Gahanna Yours, and the Olde Gahanna Sanctuary LLC, and their employees, volunteers, service vendors or independent contractors from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of market space, the purchase of any item from any vendor, or in connection with any action or claim.

By signing the Rules and Regulations and participating in the Make Gahanna Yours Farmers Market or the Make Gahanna Yours Winter Market, you agree to give consent to all photographs, audio recordings, academic work and/or video recordings taken of you or your staff. You understand that such photographs, audio recordings, academic work, and/or video recordings become the property of the Make Gahanna Yours Farmers Market or Make Gahanna Yours Winter Market, and may be used by The Market, parent companies, or others with their consent, for educational, instructional or promotional purposes determined by the Make Gahanna Yours Farmers Market or Make Gahanna Yours Winter Market and its parent companies in broadcast and media formats now existing or created in the future.

I, _____

on behalf of _____

Have read, understand and agree to adhere to the above-stated regulations set forth by the Make Gahanna Yours Farmers Market/Make Gahanna Yours Winter Market. I understand that additional rules and regulations may be implemented for the benefit of the marketplace in the summer/winter _____ season and agree to abide by them.

Print Name

Date

Sign Name

Position

Name of Farm or Business

For office use only:

Date application and product plan received _____

Date applicant accepted: _____ Spaces allowed: _____ Date notified _____

Payment received: _____ Date paid: _____

Applicant denied: _____ Date notified: _____