

Highland Park Farmers Market Llc.  
Highland Park, North Hastings Avenue  
Hastings, NE 68901

**Market Rules & Regulations 2019**

**Mission Statement**

The Highland Park Farmers Market is designed to promote and provide opportunities for local Nebraska farmers to market and sell fresh produce direct to the consumer. In addition the Highland Park Farmers Market also provides an opportunity for local Nebraska-based bakers and crafters to display and sell their value-added products direct to the consumers. The goal of the Farmers Market is to create a sense of community thru social interactions and promote a positive image of the historical and cultural heritage of Highland Park and the Museum.

**Advisory Council**

Bill Keenan	402-461-6029	ekangel2010@yahoo.com
Rod Jensen	402-463-2193	mh35549@windstream.net
Alan Kruger	402-519-3932	akrugerne@gmail.com
Dean Rolls	402-460-7911	wrolls@gtmc.net
Gary Mohnike	402-984-2592	glmohnike@gmail.com

**Location and Dates**

The Highland Park Farmers Market is held at the parking lot south of Highland Park, which is on the corner of 14<sup>th</sup> Street and Hastings Avenue behind the Museum.

The Market is held every Saturday morning, beginning June 8th thru first hard freeze. Market opens at 8:00 a.m. and closes at 12:00 p.m. A whistle will be blown signifying the start of the market.

**Fees**

Season \$125.00 for a 14' wide stall

Daily \$20.00

Daily fees apply until vendor reaches seven Saturdays (\$140.00) after which vendor becomes seasoned.

**General Information**

Vendors agree not to hold liable the council Members or agents of that council from any and all causes of action which may arise from the operation of the Farmers Market.

The Farmers Market Council members are ultimately in charge of the Market operation. The council is responsible for but not limited to, suitability of items offered for sale and collection of fees. The Highland Park Farmers Market council reserves the right to deny stall space to any vendor at any time. Each and every individual participating in the Market as a vendor is responsible for the strict compliance of Market policies and procedures. Suspension/expulsion from the Market will be at the discretion of the council. No vendor shall do any act or use any language to insult the council members or other vendors, shoppers, or to intimidate a shopper into purchasing the product being sold. If this occurs, said vendor would be subject to suspension or ejection from the market with no refund of fees. All suspensions and ejections will be decided upon with a majority vote of the council.

## **Violations**

Violations of the rules and regulations of the Highland Park Farmers Market will result in the following:

1. The first violation results in a written warning.
2. The second violation results in a week's suspension.
3. The third violation results in expulsion from the Market for the remainder of the season with no refund payable. A review of the respective vendor's application will be made in subsequent years, with a probationary period of the following season.

## **Vendors Responsibility / Rules and Regulations**

**It is the vendor's responsibility to know and follow the rules and regulations as set forth by the Farmers Market and other agencies (i.e., Health Department, Weights and Measures, U.S.D.A., and the Internal Revenue Service) regarding your produce, baked goods and value-added products. It is the vendor's responsibility to obtain all permits and to have them posted at their stand.**

**Application and vendor fees must be received by May 15, 2019 to guarantee stall space for seasoned vendors. New vendors will be assigned stall space according to availability. All vendors must complete and sign a vendor agreement and pay appropriate fees with the Highland Park Farmers Market prior to selling.**

### **Absence**

**\*Vendors must notify the Market Management staff of an unscheduled absence. If you miss two Saturdays without notifying the Market staff, it is cause for loss of stall space.**

Please notify a Council Member of your season schedule or days you will not be attending to assist in keeping the market stall spaces filled.

### **Stall Space/Parking**

**\*Vendors cannot share a stall with, or sublet their stall to any other vendors at any time.**

Vendor stall is limited to a maximum of 14 feet wide.

**No sales or pre-bagging can be made that morning prior to 8:00 a.m.**

### **Vendor Parking**

**\*Vendors with multiple vehicles must park in far south parking lot or outside of parking lot areas (street). Parking lots are for market customers.**

**No moving vehicles in Market after 7:45 a.m.**

Each vendor shall maintain a clean and healthful condition within his/her area and leave that area free of debris prior to quitting each market day. Each vendor shall remove his/her own garbage and shall not use the park's trashcans for disposal of such garbage.

Vendor is responsible for all tables, chairs, shade devices, etc. The Market is not responsible for the safety or security of those items. Vendors are responsible for securing such devices against wind to insure a safe environment for other vendors and customers.

The Highland Park Farmers Market will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.

The Highland Park Farmers Market welcomes dogs provided that they are:

- Closely supervised by their guardians;
- Walked on short leash.
- Not aggressive to humans or other dogs.
- Not allowed to wander into stalls. This is a violation of code to Food Safety and Health Departments.

We expect that guardians will come prepared, and will diligently pick up and properly dispose of their dog waste.

## **Produce**

No vendor shall sell or offer for sale produce that does not conform to the Nebraska Department of Agriculture and Farmer's Market guidelines.

Of the produce grown, 90% of the product must be grown by the person selling that produce or an agent of said producer. Possible exceptions are out of season products that can't be locally grown or grown in large enough quantities to supply the market. (Fruits and potatoes) Any and all exceptions are subject to Council approval.

## **Home Baker**

A home baker is a vendor who bakes goods and whose sole outlet for such baked goods is the Farmers' Market. The seller or agent of seller knowledgeable of said product must have prepared all home bakery items. The ingredients for food prepared for sale must be purchased from an approved source such as a grocery store or home grown by the vendor. The home baker is responsible for all applicable state laws requiring truth in labeling.

## **Eggs**

Eggs must be fresh, clean, candled and from your own flock. Eggs must be kept in a cooler at or below 41 degrees Fahrenheit. If using a cooler, the cooler must have drainage and eggs should not be in the ice or water. If reusing egg cartons, all name, dates or references to USDA inspection must be covered. Seller is responsible for all applicable state laws including having a valid NDA egg code number on all cartons. (Nebraska Department of Agriculture)

## **Artisans/Crafters**

**\*Crafters stalls will be limited to approximately one third of total market stall space. Vendors will be designated crafters when craft items constitute 25% of their total retail items. To be determined by the council.** To qualify for market vendor status, items must be "juried" by the council and preapproved before market attendance. All handmade articles, arts, and crafts must be your own work and home crafted. No commercial items are allowed. Absolutely no jobbing will be permitted. This is done to ensure a quality market with handcrafted products. Examples include: Juried arts and crafts, hand-made soaps, handcrafted furniture, pottery and similar items. You may for example; sell a basket purchased at a store only if you have added flowers or painted it (value added). These products are admitted at the discretion of the Council.

## **Perennial Nursery and Plants**

All perennial nursery and plant vendors must have a 2019 Grower's License. It is required that you have your license on display at your stall. You must grow the plants offered for sale.

## **Nebraska Senior Farmers Market Nutrition Program**

The Nebraska Senior Farmers' Market Nutrition Program (SFMNP) provides coupons to low-income senior citizens so they may purchase eligible foods at SFMNP certified Nebraska produce stands. Eligible foods consist of only fresh, nutritious, unprepared, locally grown fruits, vegetables, honey and herbs for human consumption. According to USDA guidelines, all farmers who would like to participate in the SFMNP for the first time must receive face-to-face; interactive training and they must enter into an agreement with the Nebraska Department of Agriculture (NDA). The trainings will be conducted by the NDA. Instruction will include eligible food choices, proper coupon redemption procedures, and equitable treatment of SFMNP participants. The training will also address the procedures enforced if farmers fail to remain in compliance with program regulations. Farmers who received SFMNP certification are certified for a period of three years. However, farmers who were suspended and disqualified during last year's program must also attend a training session to be recertified. Failure to attend a training session prevents farmers from cashing SFMNP coupons.

Questions regarding the SFMNP,

Casey Foster 800-422-6692

Email Casey.Foster@nebraska.gov

# Highland Park Farmers Market Market Application Form

On behalf of myself and any agent or personnel representing my business as vendors in the Highland Park Farmers Market, I the following, agree to abide by all rules and regulations included but not limited to the 2019 Highland Park Farmers Market Rules and Regulations. I understand it is my responsibility to ensure all those involved, as vendors in my operation must follow the policies and procedures of the Highland Park Farmers Market. Furthermore I understand that is my responsibility to know and follow the rules and regulations as set forth by the Farmers Market and other agencies (i.e., Health Department, Weights and Measures, U.S.D.A., and the Internal Revenue Service) regarding your produce, baked goods, arts and crafts and value-added products, and is my responsibility to obtain all permits and to have them posted at my stand.

Season/Daily Fees (Checks Payable to Highland Park Farmers Market)      Mail to: Alan Kruger  
\_\_\_\_\_ \$125.00 Season Fee      4010 East Meadow Lark Ln  
\_\_\_\_\_ \$20.00 Daily Fee (After 7 weeks, \$140.00 converts to season fee).      Hastings, NE 68901

Please register me and my representative as follows:

Name \_\_\_\_\_

Name \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail address \_\_\_\_\_

Type of Product/Produce (Arts, Crafts, Value added, Produce, Baked Goods)  
\_\_\_\_\_  
\_\_\_\_\_

Projected absence dates: \_\_\_\_\_

Are you interested in being a market volunteer:      yes      no

City of Hastings will assume no liability associated with the use of this property.

### Hold Harmless Agreement

Vendor agrees to indemnify, hold harmless and defend Highland Park Farmers Market Council Members from all claims, damages or demands for injuries to persons or damages to property, of any character or description, to which they may be subject arising out of or from vendor's operations or activities at Highland Park Market.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_