

Tupper Lake Farmers Market
RULES AND REGULATIONS
2021 Season

1. Tupper Lake Farmers Market (TLFM) is located at 320 Park Street, Tupper Lake, NY 12986.
2. TLFM shall be held Thursday & Friday from 1-5pm and on Saturday from 8am-5pm, beginning the 1st Thursday in July and ending on the last Saturday in October.
3. The vendor fee for the entire season is \$90 if paid by May 15th and \$100 after May 15th. Daily rate is \$15. Seasons will run for one year beginning the first day of regular market. Each space constitutes at least 10 feet of frontage. No vendor shall have the right to sub-lease, sell, transfer or permit their market stall to any non-member. TLFM members may share vendor space with other TLFM members. A single vendor may purchase multiple spaces for a 50% discount on any after the first. Fees are non-refundable. If in-person markets are difficult an in-line market venue will be provided.
4. Each vendor is required to display product consisting of not less than 75% of items produced directly by the vendor (including henceforth also anything produced by the vendor's family, the vendor's employees or other TLFM vendors). Exceptions to this rule, in the event of extenuating circumstances, must be approved by the manager. Bakers, crafters and artisans must maintain 75% of product made from scratch.
5. Truth in labeling is required. Each table or item must state growing/manufacturing practices and ingredients. A short survey of vendor products and processes will be completed and displayed in various ways. Third party Certification (ie Certified Organic) Labels must be provided by the vendor. Any item not produced by a TLFM vendor must be labeled with the producer and place of origin. Truth in Labeling is not meant to show superiority, but transparency, to gain consumer trust. Invoices for all bought in product must be made available for inspection.
6. A selling area will be assigned to vendors by the Market Manager. Parking will be provided for vendors in as convenient an area as possible without restricting customer parking. Convenient vehicle access may be available upon request. Electric and water may be available upon request. Please contact market manager for information. If assigned utility or parking convenience, it will last for the duration of the season as needed.
7. Prices must be clearly marked. Vendors may charge whatever they wish.
8. Each vendor will be responsible for all equipment and supplies for the set-up of a booth (tent, tables, scales, bags, signs, etc.).
9. All vendors must abide by health and safety regulations. All licenses, seals, permits, sales tax information and other requirements for the sale of any item shall be the responsibility of the vendor and should be brought to the market for inspectors to see. Any bought in fruits or vegetables must have an accompanying proof of purchase with the vendor at all times. FMNP Regulations must be withheld, with all fruits and vegetables sold being from NY State. A vendor may have selling privileges in the market limited or revoked for failure to obey or conform to state or local government regulations.
10. Vendors are to speak and dress in a respectful manner. Vendors will refrain from complaining, arguing and confrontational behavior during market hours. After the market closes, vendors and market managers may engage in conflict resolution. The manager and the vendors are responsible for making the marketplace enjoyable for all customers.
11. Anyone may submit to the market manager a written complaint with reason to believe a violation of market rules exists. An enforcement team will conduct an investigation and take appropriate action. Any complaint by a vendor against a vendor regarding the adherence to the 75% rule must be submitted in writing to the market manager with specific concerns listed. An enforcement team will conduct an investigation of the complaint within two weeks, possibly including an inspection, and take appropriate action. If, as a result of the investigation, the vendor is found in violation of the rules and regulations, the vendor will be held responsible for all fees and costs incurred during the inspection process not to exceed \$120, if the vendor is not found in violation the complainant may be held responsible for all fees and costs incurred during the inspection process, not to exceed \$60.

As a condition of selling, all TLFM vendors hereby agree to the above stated Rules, if a food vendor our "SNAP and DUFB Participation Agreement" and our "Hold Harmless Agreement". By applying to sell at TLFM, the seller is agreeing to these conditions.

Seller

Date