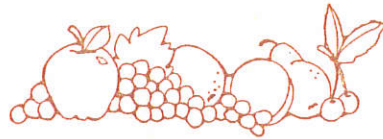


Halfmoon Farmer's Market 2019



Wednesdays June 19 –September 25
3:00-6:00pm
Harris Rd. at the Gazebo (across from Town
Hall)

February 28, 2019	\$225 – BEST VALUE!!!
April 30, 2019	\$250
May 1, 2019 and after	\$275 (Full Season Fee)

All paperwork received at

Halfmoon Town Hall by:

Cost:

*We look forward to working
with you!*



Town of Halfmoon Farmers' Market

Town of Halfmoon Farmers' Market Application

Application Steps.

1. Fill out and sign application.
2. Agree to abide by Halfmoon Farmers' Market Rules.
3. Attach copies of all required permits and licenses as necessary for your business. Examples:
 - a. Sales tax certificate
 - b. Nursery Grower and Nursery Dealer Registration Certificate (required for any vendor growing and selling plants intended for outdoor use)
 - c. Home Processing Exemption Inspection Report (for vendors of home-processed foods, a copy of this report or a copy of your 20-C Food Processing License)
 - d. Organic Labeling (all growers/producers claiming organic status or advertising produce or other products as organic must be certified by their state chapter of NOFA, OCIA, Demeter Society, or other certified program)
4. Complete and sign the Hold Harmless and Indemnification Agreement
5. Mail application to: Farmers' Market, Town of Halfmoon, 2 Halfmoon Town Plaza, Halfmoon, NY 12065.
6. You will need to submit the following items prior to your first day at the Market:
 - a. A copy of Product Liability Insurance with a minimum coverage amount of \$1,000,000 listing "Halfmoon Farmers' Market" and the Town of Halfmoon" as certificate holders.
 - b. A check made out to "Lifesong, Inc." for the amount of your approved booth size.

For questions please contact:

Desired booth size

12x12

24x24

Farm / Business Name _____

Name of Vendor _____

Address _____

City _____

Phone _____

Sales Tax ID Number _____

Email Address _____

Briefly describe your operation (size, years in business, animals, greenhouses, organic, IPM, employees, where you source ingredient, etc.).

What are your current sales outlets (farm stand, wholesale, retail, co-op, restaurants, pick your own)? Please list all farmers' markets in which you participate.

What products do you propose to sell that you grow, produce or create?

Please indicate when you plan to start coming to the Market and when you will finish.

_____ I plan to attend for the full Season. I will start attending on _____ .

_____ I plan to attend for a partial season.

Dates: _____

_____ I wish to accept EBT/Food Stamps at the Market for qualified products.

I certify that the above information is true. I have read and understood the Halfmoon Farmers Market Rules and will abide by the Halfmoon Farmers' Market Rules, without exception or conditions. The Market Manager has the authority to decline any and all products a vendor may sell.

Vendor Signature _____ Date _____

Town Supervisor
Kevin J. Tollisen

Town Board
Paul Hotaling
John Wasielewski
Jeremy W. Connors



TOWN of HALFMOON

2 HALFMOON TOWN PLAZA
HALFMOON, NY 12065
COUNTY OF SARATOGA

(518) 371-7410 Ext. 2200 • Fax (518) 371-0936

HOLD HARMLESS AGREEMENT

I _____ representing _____ hereby agree to the fullest extent permitted by law to indemnify, defend and hold harmless the Town of Halfmoon from any claim arising out of its acts or omissions and from any and all losses whatsoever, whether for personal injuries or property damage, including but not limited to the cost of litigation, attorney fees, filing fees and expenses of each and every nature associated with the use of _____, owned by the Town of Halfmoon. I do hereby release, remise and forever discharge the Town of Halfmoon and all its officers, agents, employers and/or subcontractors for all manner of actions, causes, suites, debts and sums of money, dues damages, and/or demands whatsoever, in law or equity which may arise against the Town of Halfmoon. I am authorized to sign this Agreement on behalf of _____ . Further, I hereby agree as follows: *(initial by each line)*

1. _____ I shall be responsible for setting up the facility I am using to meet my particular needs.
2. _____ I will return the facility I am utilizing to the state it was in when I entered the facility.
3. _____ I understand that the use of alcohol is prohibited on property owned by the Town of Halfmoon.
4. _____ I will advise the Town of Halfmoon if I intend to cancel my use of the facility or need to reschedule my use of the facility.
5. _____ I understand that smoking is prohibited in any Town owned facility.
6. _____ I agree to remove any garbage generated by our use of the facility.
7. _____ I understand that should a situation arise whereby the Town of Halfmoon needs to use the facility for Town business, I will not have access to the facility, despite this Agreement.
8. _____ I have obtained a Certificate of Insurance naming the Town of Halfmoon as an additional insured.

I further state that I have carefully read the foregoing, know the contents thereof, and sign of my own free will.

Signature

Date



Town of Halfmoon Farmers' Market Rules

Seasons and Times of Operation

The Halfmoon Farmers' market will operate at the Abele Park in the Town Municipal Complex. (Harris Road). It will be held every Wednesday from June 20, 2018 through September 26 from 3:00pm – 6:00pm. The Halfmoon Farmers' Market reserves the right to cancel or further limit the hours.

1. No selling to the public may occur until the opening of the market.
2. Vendors may sell to one another before the opening of the market.
3. Sellers may arrive up to 2 hours prior to opening to begin setting up.
4. Sellers must remain set up until market closing unless prior permission by the market manager is given.
5. Sellers must have their market sites dismantled, packed up, and cleaned within one hour of the market closure.

Who may sell at the market

1. The market will allow vendors who make or produce what they sell within a 300 mile radius of Halfmoon, NY.
2. Vendors may sell items on behalf of other producers with permission from the market manager, if those items do not make up the majority of their inventory.
3. Items coming from outside the 300 mile radius may only be sold with prior approval by the market manager, must make up a minimal amount of the seller's inventory, and must be marked as such.

Guidelines for selling at the market.

1. Sellers must have a sign clearly showing their name and location.
2. Each seller will be responsible for all equipment and supplies for the setup of a booth. Displays should be constructed in such a way that they do not block customer walkways nor pose any other hazard to customers.
3. Vendors who provide samples and/or products that will result in waste material, such as cups, rinds, and corn cobs, must provide containers for waste disposal.
4. Sellers are required to keep their market space neat and clear of obstacles, litter and debris.
5. No form of discrimination is permitted at the market.
6. Sellers are expected to treat customers in a courteous manner.
7. Sellers are expected to clean their sales area and remove all refuse at the end of the day.
8. Dogs must be on a leash or tied outside the market where they will not be a nuisance to customers or other vendors at the market.
9. All trucks and carts needed at the sale lot should enter and exit at the designated area. Driving on the grass is NOT Permitted.
10. All products offered for sale must be of good quality and condition.
11. No soliciting by political, religious, or other special cause groups or individuals are permitted at the market.
12. Sellers must sign an indemnity agreement.
13. All produce and products for sale should be priced clearly.
14. Vendors must adhere to all NYS guidelines including but not limited to;

- a. Vendors selling taxable items must display a valid NYS Certificate of Authority
- b. Vendors selling nursery and greenhouse crops must display a valid NYS Nursery license.
- c. Vendors selling processed foods, prepared foods, and other perishable items shall do so in compliance with the requirements of the New York State Department of Health and the Department of Agriculture & Markets.
- d. Vendors selling by weight must have scales approved by the County Dept. of Weights and Measures.
- e. Vendors selling by volume must use standard size containers, such as pint, quart, etc.
- f. Vendors selling wine must display a valid NYS Winery License.
- g. Vendors selling beer or liquor must display a valid NYS Liquor Authority License.
- h. All prepackaged items, such as baked goods, must be labeled in accordance with NYS labeling requirement.
- i. Produce cannot be advertised as organic unless it has been certified by a recognized independent third party certifying agency. Certificate must be displayed.
- j. No live animals may be sold or given away at the Farmers' Market.

Fees

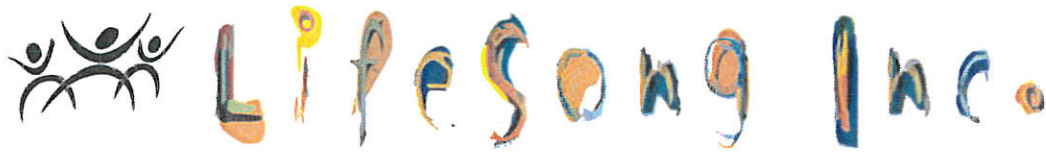
The seasonal fee is \$300. For 2018, the seasonal fee for 2018 will be \$250.

Lot Assignment

1. The market manager will assign all lots at his or her sole discretion. Preference will be given to sellers who have attended the market before
2. Lot sizes are 12 x 12. A vendor may use more than one lot, but must pay the full fee for all lots used.
3. Permanent lots may be assigned to applicants who have paid a seasonal fee.
4. Sellers must notify the market manager in advance if they will be absent. The market manager is then free to set up another vendor in that space for that day only.
5. For safety reasons, any vendor arriving after opening may be asked to set up on a lot on the periphery of the market.
6. No subletting of stall space is permitted.

Grievance Procedure

1. All complaints must be addressed in writing to the market manager and the market's governing body. To eliminate frivolous complaints, a \$50 deposit as a show of good faith must accompany all complaints. The market manager and/or sponsor will investigate the complaint. If the complaint is legitimate, the vendor will be reimbursed \$50. If the complaint is found to be frivolous or blatantly false, the vendor forfeits the fifty dollars to the market's operating funds.
2. The market manager will notify sellers of any rules violations and notify the market's governing body of those violations. The Governing body will review those violations and determine consequences appropriate to the offenses, including warnings, fines and termination of the vendor's rights to sell at the market. The vendor may appeal such decision by giving written notice and appearing at the next meeting of the governing body.



Town of Halfmoon Farmers' Market

Mutual Hold Harmless and Indemnity Agreement Town of Halfmoon Farmers' Market Application

Name of Vendor _____

Farm/Business Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ [] Mobile [] Home [] Business

The undersigned agrees that he/she will comply with the Rules and Regulations of the Town of Halfmoon Farmer' Market for the _____ season. Non-compliance with the Market rules will result in cancellation of Market Agreement with vendor and removal of undersigned from the Market with no refund of Market fees.

The undersigned further certifies that he/she is the responsible person and he/she is authorized to (1) execute on behalf of the above company and (2) accept legal process on behalf of the business.

The undersigned also agrees to indemnify and hold harmless the Town of Halfmoon Farmers' Market, the Town of Halfmoon, and Lifesong, Inc. from and against any and all liability, damage, expense, cause of action, suits, claims, penalties and/or judgements arising from injury to persons sustained by anyone as a result of consuming any food or drink acquired from the undersigned vendor's company, use of any item purchased from the vendor's company, or any negligent action on the part of the vendor's company.

The vendor is responsible for all monies collected from the sale of Vendor's goods. The Town of Halfmoon Farmers' Market, the Town of Halfmoon, and Lifesong, Inc. are in no way responsible for any lost or stolen monies or items.

Vendor Signature _____ Date _____

Print Name _____ Title _____