



UPPER MERION TOWNSHIP BOARD OF SUPERVISORS

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BOARD OF SUPERVISORS

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UPPER MERION FARMERS' MARKET AT KING OF PRUSSIA 2012 MARKET RULES & REGULATIONS

The Upper Merion Township Foundation ("Foundation"), a 501(c)(3) non-profit organization of Upper Merion Township, is sponsor and operator of the "*Upper Merion Farmers' Market at King of Prussia*" located at 175 West Valley Forge Road, King of Prussia, PA 19406 ("UMFM").

The goals of the UMFM are to: (1) support our local economy by providing opportunities to local producers to sell their produce and products directly to residents of Upper Merion and surrounding communities; (2) provide fresh fruits, vegetables, meats, cheeses and other farmers' market products to local residents; (3) enrich the quality of life in Upper Merion through supporting an environment for community gatherings, education and interaction between residents and farmers; and; (4) support sustainable agriculture in Pennsylvania and expand its public health and environmental benefits.

The following are the UMFM Rules & Regulations for the 2012 market season. All producers accepted by the Foundation for the 2012 market season shall abide by the UMFM Rules & Regulations.

LIST OF PERMITTED MARKET ITEMS:

- Vegetables grown from seeds, sets, or seedlings by the producer
- Fruits, nuts, or berries grown on land owned or leased by the producer
- Plants grown by the producer from seed, seedling, transplant or cutting
- Bulbs propagated by the producer
- Eggs produced from the producer's poultry
- Dairy products from animals raised by the producer
- Meats and poultry from animals raised by the producer
- Products from animals raised by the producer
- Honey produced from the producer's bees
- Cut or dried flowers grown by the producer
- Preserves, pickles, relishes, jams and jellies made by the producer
- Baked goods baked by the producer
- Other products approved at the sole discretion of the Foundation

All produce and products must be grown, produced or made by the producer with a radius of 100 miles from the UMFM. Producer-grown shall mean all planting, pruning, fertilizing, and harvesting is undertaken by the producer, members of the producer's household or persons directly employed and paid by the producer. **Producers may not sell products purchased from wholesale or retail sources.** Violation of this rule will result in the producer being prohibited from selling at the UMFM.

TERMS & CONDITIONS OF SALE:

All items offered for sale at the Market must be first quality, unless they are expressly posted as “seconds”.

All items shall meet the applicable federal, state and local rules and regulations.

It shall be the responsibility of the producer to obtain any and all applicable approvals and/or licenses prior to selling of his/her product(s). By way of example only: A producer selling meat or other animal products regulated by the USDA shall have USDA certification; any producer selling baked goods and items such as preserves, jams, jellies and the like shall maintain a commercial kitchen license or such other license as required by law. Producers must display all applicable regulatory approvals while selling at the UMFM. Producers also must inform UMFM of any change in approval or licensing status immediately upon receiving notice of a change. Producer agrees that the violation by Producer of such applicable laws may be deemed by UMFM to be a material breach of this agreement.

All items for sale shall be clearly posted. No item shall be sold unless the price of the item is clearly displayed. All required signs must be in place before sales begin.

Producers accepting Farmers Market Nutrition Program (FMNP) and/or Senior Farmer Market Nutrition Program (SFMNP) vouchers shall clearly display his/her authorization.

Prices shall be established only by individual producers. Collusion among producers to raise or lower prices or to exert pressure or persuasion to cause any producer to increase or decrease selling prices is strictly prohibited.

Only products certified by Pennsylvania Certified Organic certification program may be labeled “ORGANIC”.

Items may be sold by the pound, bunch, piece, or measured container. Scales utilized at UMFM must be inspected and sealed annually by the Montgomery County Department of Weights and Measures. Containers of food sold by weight must identify the net weight of the contents.

MARKET OPERATION:

The 2012 market season shall begin on Saturday, May 19, 2012 and end on Saturday, November 19, 2012. Selling hours are Saturdays, 9:00 AM to 1:00 PM. No selling may take place prior to 9:00 AM. UMFM shall assign spaces to producers.

Producers must arrive at the market site no later than 8:45 AM to set up and be ready to sell at 9:00 AM. No vehicles shall be permitted to enter the market area after 8:45 AM. A UMFM representative will be on-site one hour prior to the opening time. Producers must vacate the UMFM no later than 2:00 PM and all clean-up (as described below) must be completed.

Producers must notify UMFM at least 24 hours in advance if they cannot attend due to circumstances beyond their control. Producers must sell for the entire market day (1 pm). Only approved producers, their family members, employees or authorized representatives listed on the producer’s Application are allowed to sell at the UMFM.

Each producer shall provide all equipment (scales, tables, containers etc.) required for selling his/her items. Each producer shall also provide a canopy/tent and shall post the name and location of his/her farm or business at his/her assigned space. Producers’ displays shall not however limit the view or access of customers to other producers.

All products shall be displayed in an attractive manner. Each producer shall maintain a clean and healthful condition within his/her space and leave that area free of debris prior to leaving the UMFM each market day. Each producer shall remove his/her own garbage and shall not use trash cans located at the UMFM for disposal of trash.

Producers shall be pleasant and courteous to the public and other producers at all times. Producers shall not engage in solicitation, collection drives, political or religious activities, gambling or smoke/chew tobacco, drink alcohol or possess or use any controlled substance.

UMFM reserves the right to visit any producer or farm with advance notice and to inspect the production of crops or products sold at the UMFM.

MARKET FEES:

1. Full Season Rates	2 parking spaces	3 parking spaces
50% deposit paid by April 15, 2012	\$270.00	\$340.00
With electric	\$378.00	\$448.00
50% deposit paid after April 16, 2012	\$325.00	\$410.00
With electric	\$433.00	\$518.00

The remaining 50% balance must be paid in full by August 1, 2012.

2. Weekly Rates:	2 parking spaces	3 parking spaces
	\$15.00	\$19.00
With Electric*	\$19.00	\$23.00

Weekly vendors must supply a calendar of dates that they will attend for approval by the UMFM Committee. Weekly fees must be paid by the first day of the month of your participation.

*If available. Electric priority will be given to full season vendors.

The market fee includes one parking space for a vehicle and a display space totaling no greater than the width of two or three parking spaces, dependent upon your choice above. More space may be requested, for which UMFM may charge an additional fee if space is available.

INSURANCE AND INDEMNIFICATION:

Producers approved and accepted to sell at the UMFM shall, no later than May 1, 2012, furnish to the UMFM, a Certificate of Insurance evidencing a general aggregate liability insurance policy of at least \$1,000,000 coverage for activities at UMFM, naming **“Upper Merion Township”** and **“Upper Merion Township Foundation” as additional insureds.**

Producer is solely responsible for injuries and/or damages resulting from the sale of unsafe or unsound goods.

Producer hereby agrees to indemnify, hold harmless, release, waive and forever discharge the Upper Merion Township, its employees, agents and officers, the members of its Board of Supervisors, the members of the UMFM Committee and the Foundation for all bodily and personal injuries (including but not limited to injuries from the sale of unsafe or unsound goods), and including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys'

fees and court costs, which may occur as a result of producer's participation in the UFMF, whether or not based in tort, contract or regulatory action.

Producer shall not institute any action or suit at law or in equity against Upper Merion Township, its employees, agents and officers, the members of its Board of Supervisors, the members of the UFMF Committee or the Foundation as a result of this Agreement. Producer will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of this Agreement.

DEFAULT PROVISIONS:

If the producer fails to comply with the UFMF Rules & Regulations, UFMF shall notify the producer, either in person at the UFMF or in writing, and the producer shall have a reasonable time to correct the non-compliance, except in the case of immediate risk to human health and/or safety, in which case the producer shall immediately correct the non-compliance. If, after such notice, the producer fails to correct the non-compliance as required under the circumstances, the Foundation may, without limiting any other available remedies, terminate this agreement by written notice to the producer and retain, as liquidated damages and not as a penalty, any prepaid market and license fees. Producers who are dissatisfied with UFMF's action shall appeal it to the Foundation within ten (10) days of receipt of notice. The decision of the Foundation shall be final.

In the event the producer fails to pay any amounts due, the producer agrees to pay for all costs of collection, including but not limited to reasonable attorneys' fees.