



Mission: To create a venue where patrons can meet the farmers who grow their food, and to educate patrons about the benefits of locally-grown produce and products.

## **Clintonville Farmers' Market Producer Guidelines For 2014 Winter Wednesdays Market**

Welcome to the 2<sup>nd</sup> season of Clintonville Farmers' Market winter market! This year, the winter market will be an indoor/outdoor event held at Global Gallery. CFM is one of Columbus' premier producer-only farmers' markets, providing patrons with the direct opportunity to meet the farmers who grow their food. CFM is supported by a market manager, volunteers, bookkeeper, and a board comprised of members from the community, local businesses, and market producers. Throughout the year, CFM provides education, as well as promotes and enhances reciprocal relationship among market producers, patrons, residents, merchants, and non-profits.

### **Dates:**

18 indoor/outdoor Wednesdays, 4:00pm-7:00pm, Dec 4-18; Jan 8-April 16

### **Purpose, Definitions, General Requirements:**

Clintonville Farmers' Market (CFM) is dedicated to a sustainable local food system. We aim to provide space for Ohio farmers/growers, cottage food operations, and small non-storefront processors that source local ingredients. CFM is **producer only**. Rules are to ensure the integrity of products sold at CFM. The re-sale of products by farmers/growers is strictly prohibited.

**Farmers/Growers** are those actively involved in planting, growing, and harvesting agricultural product on their owned or rented land. ALL produce/plants must be grown in Ohio by the applicant. Specific requirements:

**Cider:** Must be produced from farmer's own or leased orchard, but may be processed off-farm in a facility that ensures the cider is made with the fruit from that orchard. Name of mill where fruit is processed must be provided on application.

**Dairy:** Fresh milk must be 100% from the farmer's own herd. Cheese may be farmstead (made from producer's own herd) or artisanal (made from dairy purchased by the producer from a local Ohio farm). For artisanal cheese or butter, all milk purchased must be from Ohio farmers. Names of all supplying dairy farms must be provided on application. Yogurt must be made with milk produced by the farmer or sourced from an Ohio farmer with flavoring agents such as fruit or honey procured from local sources.

**Dried Fruits and Vegetables:** Must be from farmer's own produce. If fruits or vegetables are dried off farm, location must be provided.

**Eggs:** Must be from farmer's own fowl only.

**Fish:** Must be cleaned and caught wild or raised by the farmer. Name of any processor, if applicable, must be provided.

**Flowers, Plants, and Trees:** Must be from the farmer's own farm or greenhouse. Producers must start bedding, potted plants or flowers from seed, cell pack, bulbs, cutting, or plugs. Producers must plant or re-pot all plant material as re-sale of flowers, plants, and trees is prohibited.

**Whole Grains and Dried Beans:** Must be grown 100% by the farmer.  
Grain Products: Granola, baking mixes, meal, or flour prepared by the farmer or producer must be made fresh and from Ohio produce. Commercial products or mixes are prohibited. Dried fruit for granolas should be produced by the farmer or purchased from Ohio growers.

**Honey and Honey Products:** Must be from the farmer's own hives, but may be processed off-farm. Name of processing facility, if applicable, must be provided.

**Meat: LIVESTOCK:** All meat or meat products must be 100% from animals raised from weaning by the farmer. Animals may be butchered and/or processed off-farm as long as the name of the processing facility is provided. **FOWL:** All meat or meat products must be 100% from birds raised by the farmer. Animals may be butchered and/or processed off-farm as long as name of processing facility is provided.

**Produce:** All vegetables and fruits must be 100% grown by the farmer. Re-sale of produce is prohibited.

**Soaps and Herbal Products:** Must feature the grower's own seasonal ingredients.

**Wool and Pelts:** Must be from the farmer's own animals, but may be carded, cleaned, spun, or processed off-farm. For products made with the farmer's wool sold at market, farmer must identify those products made by him/herself and those made by others using the farmer's materials. CFM reserves right to restrict items that do not meet intent of market.

**Cottage Food Operations/Processors** are those involved in the processing of farm foods, value-added processed foods, and cottage foods. All products must be made in Ohio by the applicant. Requirements:

**Artisanal Food Products:** Must be made in small amounts using high-quality and unprocessed ingredients from Ohio growers/producers. Locally available fruits, vegetables, and meat used in prepared foods should be from the farmer's own production or sourced from Ohio farmers. Preference will be given to prepared foods that use Ohio dairy, eggs, grains or other ingredients where applicable.

**Baked Goods:** Must be freshly baked from scratch using local seasonal ingredients as much as possible. No commercial mixes, crusts or commercially-flavored fillings may be used. Bakers who use local ingredients are given preference. At least 50% of ingredients in the fillings of fruit or vegetable pies/tarts must be from the producer's own production or purchased from Ohio farmers/growers. Local vegetables, fruits, berries, grain berries, and flours can be frozen, canned, or dehydrated before baking.

**Flavored Oils and Vinegars:** Must be produced by the farmer using own produce as primary ingredients.

**Preserves, Pesto, Jams, Fruit Butters, Syrups, Purées, Salsas:** Preference will be given to farmers making these items from fruits and vegetables grown on their farm. Artisanal products in this category will be reviewed on a case-by-case basis, however. Artisanal products must procure primary ingredients from Ohio farmers and producers.

(Definition assistance from FRESHFARM regulations, D.C. area)

**Criteria for Producer Selection by CFM Board Include:**

1. Stalls are assigned with consideration for the following: product sensitivity to weather; product integrity; variety and balance of products; clean/attractive displays; adherence to requirements; timeliness of reservation; and receipt of fees. CFM encourages developing and niche farmers, those using sustainable farming practices and season extension, and those who foster connections, source locally, and educate patrons about their products.
2. CFM reserves the right to include producer items that meet the market's intent, and to restrict the sale of items that do not. Items that are already offered by other producers may be restricted in the interest of maintaining diversity.

**General Notes:**

1. CFM provides signage; weekly marketing via newsletter, Facebook, and Twitter; special promotional events; farm visits to monitor growing practices; and customer access to EBT and debit cards.
2. While CFM works to create a safe environment for all, we are not responsible for any accidents that may occur at the market. With acceptance into the market, every producer

agrees to indemnify and hold harmless the market, and any individuals associated with the operation of the market, from any and all claims.

3. A producer's failure to comply with market guidelines may result in dismissal from the market.
4. Non-market vendors may not set up within the market boundaries unless they are staff of an adjacent business.

### **Additional Product and Producer Guidelines:**

1. Insurance: CFM is not responsible for any loss of damages incurred by the producers. All producers must maintain general liability insurance with limits of not less than one million dollars (\$1,000,000) for general aggregate and products-comp/op agg. Producer's business entity name on certificate of liability must match producer's business entity name on application form. (see example below) Producer's insurance agent must complete form as shown with CFM name and address listed as Certificate Holder, and send electronic copy of completed Certificate of Liability Insurance as an attachment directly to market manager at [info@clintonvillefarmersmarket.org](mailto:info@clintonvillefarmersmarket.org). No handwritten information is allowed on certificate.
2. EBT Participation: To increase producer sales and provide access to CFM for those with Supplemental Nutrition Assistance (Ohio Direction Card or EBT), market tokens are exchanged by CFM staff for both EBT and debit cards. Producers are encouraged to enroll in the market token program. To participate, please complete form below and return with your application. (CFM does not administer WIC or Senior coupon programs, but producers are encouraged to enroll in these programs on their own. See information below under *Contacts and Resources*.)
3. Products and Practices: Producers must submit a list of all products they wish to sell at CFM with their application. For farmers/growers, CFM also requires a complete description of growing practices. For cottage food operations/processors, CFM requires a complete listing of products and sourcing of ingredients. CFM will include this information in stall signs for patron information and education.
4. Producers must have pre-approval from the market before selling products not listed on their application.
5. Those staffing a producer's stall must be the applicant, or employees or family members of the applicant who can knowledgeably speak about the life of the product(s) sold.
6. Sharing of booths is sometimes permitted; those sharing must submit separate and complete applications
7. CSA producers who include products grown/made by other producers in their shares may not sell those products at their stalls to market patrons.
8. Crafts made by the applicant from items grown on applicant's farm are allowed on designated days only, which will be publicized in advance by CFM Board. No other crafts are permitted.

9. CFM organizers reserve the right to visit participating producers' farms/cottage food operations to validate accuracy of submitted information. Site visits will be announced with 24 to 48 hours notice. A map to farm site or operation is required with application.
10. Weights and Measures/Appropriate Methods of Sales/Taxes: Producers must adhere to the guidelines for the sale of produce provided by the City of Columbus, Division of Weights and Measures. If you use a scale, it must bear a current seal of inspection from that office. If you sell a product on which sales tax is collected, you are responsible for obtaining a vendor's license. (see *Contacts and Resources*)
11. Labels: All cottage food products must be labeled according to the regulations of the Ohio Department of Agriculture. Organic farmers are encouraged to display their certification. Farmers may not sell under the organic name without state certification. (see *Contacts and Resources*)
12. Producers are responsible for acquiring necessary licenses and must provide market manager with copies of all documents such as licenses, certifications, and permits by first day of attendance at the market.
13. Proof of Workshop Participation for Food Safety for Fruits & Vegetables is required every other year, with 2014 being the next required year.

#### **2014 Winter Market Deadlines, Schedule, Fees, Weather Conditions, and Space:**

1. Applications due by Monday, November 11, 2013; acceptance notification by November 17th.
2. The winter market will close if a Franklin County Level 3 snow emergency is in effect; if a Level 2 snow emergency is declared, participation is at the discretion of the producer.
3. **Outdoor spaces** are 6' tables on pavement in alcove beside Global Gallery's patio. Producers must be able to provide 10'x10' tent (with detachable walls) with safe set-up and weights for windy weather, tables, tablecloths, and chairs. **Indoor spaces** are under Global Gallery's covered patio. Table space is 6' tables, and producers must provide table, tablecloths, and chairs. Producers are encouraged to share a table space if able (each producer must submit a separate application). No electricity is available.
4. Stalls are assigned as noted under *Criteria for Selection*, with receipt of all application components, and by amount and timing of market attendance. Producers are not guaranteed to have same stall space throughout the season. Assignments are made on a weekly basis at the discretion of the market manager to assure safety, maximize space, and promote diversity within the market.

#### Market Day Logistics:

1. For fairness and safety, NO sales are allowed before the market opens.
2. Market manager is on site one hour prior to market start time. Producers may begin setting up at 3:00 pm, and must be finished 15 minutes prior to opening.

3. Producers not set up by 3:50 may be refused participation for that day. You should have enough product to sustain sales throughout the market. No one is to break down prior to 7:00 pm.
4. Producers unable to be at market as planned must notify market manager as soon as possible.
5. Producers are to unload and move vehicles to specified off-site parking to allow customer and business parking during market.
6. Pricing of products is the responsibility of the individual producer and all prices must be clearly posted. Prices should reflect fair market value. CFM discourages dropping prices toward the end of the market or providing products for free or below-cost, so as not to undercut sales of other producers. Aggressive sales techniques are not permitted.
7. There is no smoking in any stall space.
8. Producers offering samples or cooking demonstrations must comply with all city and state regulations, as well as CFM instructions. Producers using grills must have a fire extinguisher on site.
9. Producers must clean their market space at end of the market. Do not use on-site trash receptacles; producers are to take all refuse home.
10. In the event of a cancellation, producers will be notified by 10 am on day of the market.

### **Contacts and Resources:**

Clintonville Farmers' Market: [www.clintonvillefarmersmarket.org](http://www.clintonvillefarmersmarket.org)

Ohio Proud: [www.ohioproud.com](http://www.ohioproud.com)

Division of Weights & Measures: 614-645-7397; 240 Greenlawn Ave, Columbus, OH 43223

Vendor's License: Franklin County Auditor's Office: 614-525-3260; 373 S High St, Columbus, OH 43215

Columbus Health Department: Food Safety 614-645-6747; 240 Parsons Ave, Columbus, OH 43215

Ohio Dept of Agriculture: Food Safety/Cottage Industry [www.agri.ohio.gov/FoodSafety](http://www.agri.ohio.gov/FoodSafety); 614-728-6250; [foodsafety@agri.ohio.gov](mailto:foodsafety@agri.ohio.gov)

WIC: [www.odh.ohio.gov/odhprograms/ns/wicn/wic1.aspx](http://www.odh.ohio.gov/odhprograms/ns/wicn/wic1.aspx)

Seniors Coupons: <http://aging.ohio.gov/services/seniorfarmersmarketnutritionprogram/>

OEFFA: [www.oeffa.org](http://www.oeffa.org)

Innovative Farmers of Ohio: [www.ifoh.org](http://www.ifoh.org)

Cottage Foods: [www.agri.ohio.gov/divs/foodsafety/docs/Cottage\\_Food\\_Rules\\_Final6-09.pdf](http://www.agri.ohio.gov/divs/foodsafety/docs/Cottage_Food_Rules_Final6-09.pdf)

Market grievance/complaint procedure is available through CFM's website or by request.

Info on selling at markets: [www.growingformarket.com/categories/SellingAtFarmersMarkets](http://www.growingformarket.com/categories/SellingAtFarmersMarkets)

Info on sampling at markets: [www.ca.uky.edu/cmspubsclass/files/extensionpubs/2012-19.pdf](http://www.ca.uky.edu/cmspubsclass/files/extensionpubs/2012-19.pdf)

**Required insurance:** CFM is not responsible for any loss or damage incurred by producers. All producers must maintain general liability insurance with limits of not less than one million dollars (\$1,000,000) for general aggregate and products-comp/op aggregate. Producer's business entity name on certificate must match producer's business entity name on this contract. Producer's insurance agent must complete form as shown with CFM name and CFM address as Certificate Holder and send electronic copy of completed Certificate of Liability Insurance as attachment directly to Market Manager's e-mail: laura@clintonvillefarmersmarket.org. No handwritten information on Certificate permitted. (Even though "ABC" is hand-written below, don't do that!)

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR CH CLINT-1	DATE (MM/DD/YYYY) 04/28/10		
<b>PRODUCER</b> <i>ABC Insurance Company</i>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b>  INSURED NAME 1111 Columbus OH XXXXX		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>INSURANCE COMPANY NAME</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>		
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		01/01/01	01/01/01	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
<b>CERTIFICATE HOLDER</b>  Clintonville Farmers' Market P.O. Box 141318 Columbus, OH 43214			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		