

DOCUMENT PACKAGE FOR CHESTER SUNDAY MARKET

Summer Market is : Sundays, 10:00 am – 1:00 pm 6/11 through 10/15/23

MISSION

Chester Sunday Market™ is a program/event organized by Chester Marketplace LLC, with authorization of the Town of Chester, Connecticut. The aim of Chester Sunday Market is to engage the community in promoting a local, equitable food system, sustainable agriculture, economic development and community development.

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*In these Documents:
Chester Sunday Market is referred to as "the Market" or "CSM"*

Chester Marketplace LLC is referred to as "CM" or "Manager".

TO APPLY

Complete these items

- Application, signed by vendor-applicant
- Vendor Agreement, signed by vendor-applicant
- Hawker's Permit application for Town of Chester, CT **Must be submitted by deadline to town directly**
- Enclose Vendor Fee. Make check payable to **Chester Marketplace LLC**.
- Attach certificate of liability insurance meeting requirements stated in Guidelines. See Item A-15.

Send your completed hard copy application to

Chester Marketplace LLC
80 Middlesex Avenue
Chester, CT 06412

If you have questions, contact Sue at 860-790-5007 or send email to chestersundaymarket14@gmail.com

2023 Chester Sunday Market Guidelines and Rules

A. GENERAL

1. Failure to comply with these Guidelines and Rules may result in suspension or expulsion from Chester Sunday Market (CSM). These Guidelines and Rules may be changed at any time without notice. "Manager" refers to Chester Marketplace, LLC, the organizer of CSM.
2. Produce must be displayed using equipment (tents, tables, chairs) that is in good condition.
3. All products on display should be of high quality and neatly presented. Any products at the market not currently on display should be kept off the ground. Supplies and equipment must be arranged neatly and safely. Non-compliant products or other things may be removed at the discretion of the Manager.
4. All vendor activities must be in compliance with Federal, State and Town laws and regulations. All vendors shall have current licenses and permits as apply (i.e., sales and use, catering, bakery, liquor).

A.1 Use of Vendor Space

5. Space assignments will be made at the discretion of the Manager in context of an aim to promote a diverse and balanced market environment.
6. Each vendor may park a single truck or trailer in the space designated by Manager (which space may be changed) and may erect a temporary tent and place such further equipment (and/or to use such furniture authorized in writing by Chester Sunday Market) each market day no earlier than one hour before the market opens, on a space designated by a the manager
7. When CSM closes each market day, Vendor will promptly remove its truck, furniture and other things and clean and sweep vendor's space and the surrounding area.
8. Vendor shall not bring hazardous materials to vendor space.

A.2 Attendance

9. At least one person who is directly involved with the farm and/or production must attend every weekly CSM happening, that is, someone who works with the farm, the bakery or production staff.
10. Each vendor is expected to attend every CSM happening. A vendor who fails to attend CSM happenings regularly may be levied a monetary penalty and/or have the right to attend CSM terminated without notice.
11. If vendor cannot attend a weekly CSM happening, vendor shall send a notice to chestersundaymarket14@gmail.com at least 24 hours in advance. In the event of an unexpected last minute

problem call Sue at **860 790 5007**.

12. CSM events will take place as scheduled even in the case of inclement weather -- unless there are obviously dangerous weather conditions or public safety officials require cancellations. Notice of cancellation will be posted on the CSM Facebook page as soon as feasible.

A.3 Other

13. Each vendor shall allow Chester Marketplace to conduct visits of the farm or site of production prior to admission to the CSM program or at any time throughout the CSM season.

14. All vendors participating in Chester Sunday Market program shall pay applicable fees. Fees are used to cover CSM operational costs, community tent, miscellaneous equipment, promotion, etc. .

15. A certificate of insurance is required. All vendors must maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, and **naming Town of Chester, Connecticut and Chester Marketplace LLC as additional insured ATIMA**. Certificates of insurance must clearly indicate that the policy will not be cancelled or modified without thirty days written notice to the additional insured.

B. PRODUCTS WHICH MAY BE SOLD AT CHESTER SUNDAY MARKET

1. All products must be food products or directly derived from farming as it is practiced in Connecticut. The Manager has the discretion to deem **particular products unsuitable** for CSM. Holiday Market has additional vendors.

2. All produce sold at CSM must be grown in Connecticut. We strongly recommend the CT Grown logo be posted at your tent and display. Holiday Market asks that only local products made in state be sold.

3. Our preference is for Connecticut sourced food products which are other than produce. If you would like to sell products with ingredients from an-other-than Connecticut farm or source, that must be clearly noted on your application as well as discussed with the Market Manager before you bring these products to the CSM

4. These Guidelines and Rules contemplate three kinds of Producers: (a) a Farm Producer which is based on a farm; (b) a Food Producer which uses locally sourced farm products in consumable goods; and (c) an Other Producer.

For Farm Producers, agricultural and livestock-derived products should be grown or gathered on your Connecticut farm or another Connecticut farm.

For Food Producers, products must be made by the vendor in Connecticut with ingredients in compliance with those of Farm Producer. We recommend that ingredients be purchased from Connecticut farms (examples: milk in yogurt and meat in sausages). If the main ingredient cannot be

sourced locally, the theme ingredient should be grown in Connecticut (examples: the peppers in roasted red pepper hummus or the rosemary in rosemary-infused olive oil). Minor ingredients, such as spices, or products not grown in the Connecticut region (such as olive oil or vinegars), may certainly be purchased from non-local sources.

For Other Producers, products must be made by the vendor in Connecticut with locally grown or raised products. Examples may range from soaps to wools to creams to wood products. If a product is not specifically named in the following guidelines the application will be reviewed and admitted to the market (or not) on a case-by-case basis.

- JAMS, PRESERVES, PICKLES, SAUCES & OTHER CANNED FRUITS & VEGETABLES: Farm Producers must use their own or Connecticut grown fruits and vegetables as the main (or theme) ingredient.
- SALSAS, PESTOS, SPREADS AND FLAVORED OILS: Farm Producers must use their own or Connecticut Grown fruits and vegetables as the main (or theme) ingredient.

FLAVORED MILK, YOGURT, CHEESE, BUTTER, AND OTHER DAIRY: must use milk that comes from the Farm Producer's herd or a Connecticut dairy. Additional flavor enhancing ingredients (such as the fruit in yogurt) when possible should be grown by the Farm Producer or purchased from a Connecticut farm.

- BAKED GOODS: must be made from scratch by the Producer. The Producer should use seasonal ingredients (such as fruits, meats, vegetables, grains, maple syrup, honey and dried fruits) from Connecticut when available. No commercially-made crusts, mixes, or fillings are permitted in any bakery or grain product.
- PREPARED FOODS: such as soups, quiches, and salads must be made from scratch by the Producer. The primary ingredients (or the theme ingredient) of the product, such as vegetables in soup and salad or eggs in quiche, should be purchased from a local farm or dairy.
- FISH & SHELLFISH: must be raised or caught locally and sustainably.
- MEAT: must be CT grown. Grazing animals must have regular access to pasture. All animals must be free to move around. You may not feed hormones or any unnecessary antibiotics. Animals may be processed off- farm at a USDA-certified facility. (It is possible to sell meat from another Connecticut Farm with approval from the manager. After which, it must be clearly marked, indicating the name of the farm from which the product is sourced.) If you are uncertain whether or not your meat source complies with these guidelines, please don't hesitate to contact us.
- HONEY: must come from Producer's own hives but can be processed off-farm.
- SOAPS & NATURAL BODY PRODUCTS: must be made by the Producer. They must incorporate seasonal and regional ingredients whenever possible. Out-of-region ingredients such as cocoa butter, oils and essential oils may be purchased.
- FLOWERS, PLANTS, ORNAMENTAL GREENERY, ETC: are not ordinarily permitted. Wreaths and ornamental decorations using materials gathered or grown on a Connecticut farm may be admitted to the CSM on the discretion of the Manager.

5. For additional guidelines/ information see Connecticut Department of Agriculture "FARMERS' MARKET REFERENCE GUIDE," www.ctgrown.gov, <http://www.ct.gov/doag/cwp/view.asp?a=3260&q=448674>

CHESTER SUNDAY MARKET VENDOR FEES

2023

Vendor fees finance the Chester Sunday Market's operational costs throughout the season. We have structured market fees for 2023 by comparing statistics and fee structures of farmers' markets across the country. Due to some new expenses regarding the trash collection from the town we have had to increase the fee to cover the additional cost. Sorry for the inconvenience.

- A. Community Tent - Nonprofit or local organizations (scheduled in advance)- NO FEE**
- B. Single 10 x 10 Tent \$285 (19 weeks)**
- C. Two 10 x 10 Tents or 1 tent with standard size vehicle, truck, van, or small trailer \$395 (19 weeks)**
- D. Three 10 x 10 Tents or 2 Tents with vehicle \$485 (19 weeks)**
- E. Box truck (including up to (2) 10 x 10 tents, and display) \$985 (19 weeks)**
- F. Penalty for frequent cancellation or without prior notice \$50 each event.** This will only be put into effect if done regularly and causes shortages with the market.
- G. Weekly fee is \$35.** The weekly fee structure is only available on a case by case basis, at the managers discretion.

APPLICATION FOR PARTICIPATION IN 2023 CHESTER SUNDAY MARKET

Vendor: _____

Street, City, Zip Code: _____

Website: _____ Email: _____

Phone number Daytime: _____ Cell: _____

Name of key person for you at the market: _____ Cell: _____

According to the Guidelines which of the following best describes you? (Check all that apply)

If Farmer/Farm Producer: ☐ Fruit and Vegetable ☐ Animal Products ☐ Fisher

If Food Producer: ☐ Baked goods ☐ Prepared Foods and/or preserves ☐ Other (specify) _____

List the items you plan to sell at the market (use additional sheet if needed):

Vendor space/size: ☐ Single Tent (\$285) ☐ Double Tent(\$395)
☐ Three Tents (\$485) ☐ Box Truck w/ Tents (\$985)

Require power? ☐ YES ☐ NO

If a weekly vendor, what weeks do you plan to attend the market: _____

IF FARM PRODUCER: Farm Size: _____ Acres Location (Street and Town): _____

Will you use/sell from CT grown sources other than your farm? ☐ YES ☐ NO

If YES, list all CT grown produce you propose to buy and from what farms/source? _____

IF FOOD PRODUCER: From what CT farm(s) or source(s) are you buying your ingredients?

Check if any of the following describes your business practices: ☐ certified organic ☐ organic uncertified
☐ pesticide/hormone/antibiotic free meat and/or dairy

The undersigned acknowledges having read and understood the Guidelines and Rules and submits this application along with a certificate of insurance, signed Vendor Agreement, and signed Hawker's Permit Application, and fee. Acceptance of this application is subject to the discretion of Chester Marketplace LLC, Manager. If the application is not accepted, any fee will be returned. Participation in Chester Sunday Market is subject to execution of the Vendor Agreement and the terms thereof.

Vendor: _____

Date: _____

VENDOR AGREEMENT

This agreement, effective on the last date of signing below, is between Vendor as set forth below and Chester Marketplace LLC ("Manager") with respect to the Chester Sunday Market program ("CSM") in Chester, Connecticut during the year 2023. The parties represent and agree as follows:

Vendor is hereby granted the revocable right to occupy a space designated by Manager at one or more of the Chester Sunday Market events, as the space is specified below.

Vendor shall abide by the 2023 Chester Sunday Market Guidelines and Rules, hereby incorporated by reference, as such may be amended in the future. Vendor shall comply with all Rules and Regulations of the Town of Chester.

Vendor acknowledges that participation in CSM is solely within the discretion of Manager. Manager may terminate this agreement or suspend Vendor's participation in CSM in Manager's sole discretion, with pro-rata refund of any fee paid to Manager. If Vendor fails to regularly sell goods at CSM weekly events or fails to comply with the Guidelines and Rules, Manager may terminate this agreement without any refund. Manager may levy a fee for failure of Vendor to attend CSM events regularly.

Vendor's participation in the CSM program is at Vendor's sole risk. Manager and Town of Chester make no representations or warranty other than expressly stated herein. Vendor is solely responsible for all permits and licenses which are required for activities at CSM other than a Hawker's Permit – Vendor's application for which shall be forwarded to the Town of Chester by Manager.

Vendor assumes full responsibility for all activities conducted by it or for it at CSM. Vendor shall hold harmless, defend and indemnify the Town of Chester, Connecticut, Chester Marketplace LLC and their respective officials, employees, agents, officers, directors, and successors and assigns, against any and all liability, loss, damage, damage expense, suits, claims, penalties or judgments arising from Vendor's acts or omissions in connection with Vendor's participation in CSM. This provision shall survive termination of this agreement.

Vendor agrees to provide and maintain general liability insurance in the amount of at least \$1,000,000, with Town of Chester, Connecticut and Chester Marketplace LLC both named as additional insured with a right to 30-day notice of cancellation.

Vendor understands this agreement and understands it sets forth legal obligations. This agreement may only be amended in writing signed by both parties.

Vendor: _____ Signed by: _____ Date: _____