

VENDOR MANUAL 2024



Mainstreet Shelbyville Inc
Updated March 2024

PURPOSE

The Shelby County Farmers Market aims to cultivate a community marketplace that connects local food-inspired growers, producers, and artisans with consumers interested in purchasing locally-grown foods and locally-made goods.

OPERATION OF MARKET

Shelby County Farmers Market is operated by Mainstreet Shelbyville Inc, 501(c)3 under the direction of Executive Director, Brandy Coomes, bcoomes@mainstreetshelbyville.org.

CONTACT INFORMATION

Lillian Gant, Event Coordinator
mainstreetshelbyvilleevents@gmail.com, (317) 642-8098

Ann Lay, Market Manager
10laypeople@gmail.com

MARKET LOCATION AND DATES

The market will operate each Saturday from 8 a.m. to noon from May 11 to Sept. 28, 2024, on W. Washington Street, Shelbyville, IN 46176 in the Public Square.

MARKET FEES

Approved vendors must pay market fees per the fee structure listed below. Market fees are non-refundable.

Full-season rate: \$100

Daily rate: \$10 per market (up to \$100 total)

VENDOR APPLICATION PROCESS

All prospective vendors, including returning vendors, must complete the application and accept the rules of the market to be considered for approval for the upcoming season. Vendors should list all items on the application for each session they plan to attend.

- Applications for the full season can be completed [here](#).
- Applications for the daily rate can be completed [here](#).
- Paper copies of the application can be obtained by contacting Mainstreet Shelbyville at mainstreetshelbyvilleevents@gmail.com.

Applications are due May 1, 2024.



VENDOR SELECTION

The Shelby County Farmers Market has a limited number of spaces available for vendors. Priority is given to local farmers, growers, and producers. Product quality and presentation will be considered during the selection process. Mainstreet Shelbyville reserves the right to schedule vendors according to the demand for their product, the number of vendors selling the same product, and the number of spaces available. Individual vendor requests may be accommodated but are not guaranteed until confirmed by Mainstreet Shelbyville.

VENDOR APPROVAL

Approved vendors will receive confirmation for the season or dates for which they have applied and will receive a request for market fee payment. Payment can be made in advance online through [PayPal](#), by mailing a check to Mainstreet Shelbyville, or by providing cash or a check to the market manager before the start of each market.

VENDOR CANCELLATION POLICY

Vendors must notify Mainstreet Shelbyville of cancellations no later than 24 hours before the start of the market. Notification must be emailed to mainstreetshelbyvilleevents@gmail.com. Failure to provide notification may result in the loss of a vendor's regularly assigned vendor space or dismissal from the remainder of the market season, without a refund.

VENDOR SPACE, EQUIPMENT, AND VEHICLES

- Each vendor space is approximately 1.5 parking spaces, or 15 feet wide by 18 feet deep, but may be reduced to one parking space, or 10 feet wide by 18 feet deep, to accommodate additional vendors. Vendors may purchase additional spaces as space permits. Spaces are assigned by Shelbyville Mainstreet based on a vendor's full or part-time status and compliance with market rules.
- Vendors are required to maintain clear walkways/pass-throughs for market attendees. Vendors must keep their space clean and free from all damage. The physical property should not be altered in any way. Vendors are responsible for removing their trash. Fees may be assessed for non-compliance.
- Vendors are responsible for loading, unloading, and setting up all of their equipment including tables, change bags, scales, trash cans, canopies, and display arrangements. Canopies must be in good repair, sufficiently weighted down, and free from logos unrelated to the vendor's business.
- Vendors may sell goods directly out of vans, trucks, trailers, or cars; however, vehicles may not be running during the market. Vehicle vendor spaces will be assigned based on need, distribution of products throughout the market, and application date. Vendors who are not selling goods out of vehicles must remove their vehicles from the area as soon as unloading is finished, and no later than 8 a.m.



VENDOR TERMS

- Vendors are solely responsible for any claims, injuries, or damages resulting from their sale of unsound or unsafe goods and/or their participation in the market, and are encouraged to carry liability insurance.
- Vendors must comply with all applicable laws, regulations, and ordinances on their products. Vendors must have all necessary licenses, permits, and inspections before selling their products and must display those permits as required.
- Parking begins at 7 a.m., and vendors will be individually waved into the parking lot by the market manager. Vendors must check in by 7:30 a.m. or their space may be given to another vendor. At 7:30 a.m., the parking lot will close and vendors may begin setting up for the market.
- Vendors are responsible for ensuring their workers follow all market rules and regulations, including where to park.
- Children accompanying vendors must be under adult supervision at all times.
- The Shelby County Farmers Market is a smoke-free event; vendors are not permitted to smoke in the market area.
- Vendors should plan to remain in their spaces until the market closes at noon.
- Vendors must have all personal items, equipment, vehicles, and trash removed from the market by 12:45 p.m. Vendors will be individually waved out of the parking lot by the market manager.
- Vendors are expected to treat customers, fellow vendors, staff, and volunteers of Shelbyville Mainstreet, and all others with respect at all times.
- Vendors are responsible for collecting all applicable sales tax per state and local laws.

GOODS PERMITTED TO BE SOLD

Shelby County Farmers Market is an open market that maintains at least 60% of vendors selling fruits, vegetables, meat, dairy products, breads, and other locally produced foods. Items sold should be tangible and, in some way, created, designed, or made by the vendor. Wholesale or resale items, memberships, delivery services, or subscriptions are not permitted to be sold. All items being sold must adhere to family-friendly standards and are subject to approval by Mainstreet Shelbyville.

The Shelby County Health Department and Mainstreet Shelbyville have the authority to ask for items to be pulled from the market. Upon request, items should be removed immediately. Sampling products must be done per federal, state, and local rules and regulations and from within the vendor's space. Vendors selling products by weight must have certified scales with up-to-date inspection stickers.

PLANTS, PRODUCE, AND CUT FLOWERS

All plants, produce, and cut flowers must be grown in Indiana. Vendors are expected to grow at least half of what they sell. Vendors may sell goods grown by another Indiana farmer if acquired directly from that farmer. All sources of plants and produce must be listed on the application and



each plant must be cultivated by the vendor from seed or plug for a minimum of six weeks. Vendors found to be purchasing produce or plants from a wholesale supplier for resale may be dismissed from the remainder of the market season, without a refund.

FOOD

FOOD - NOT FOR IMMEDIATE CONSUMPTION

Subject to applicable federal, state, and local laws, regulations, and guidelines, the following goods may be sold at the Shelby County Farmers Market:

- Fresh fruits and vegetables
- Dried and fresh herbs and spices
- Honey
- Eggs
- Popcorn/kettle corn
- Flour and ground grains
- Dried and fresh meats
- Cheeses
- Others, as approved in writing by Mainstreet Shelbyville

EGGS

Vendors interested in selling shell eggs must obtain an egg license from the [Indiana State Egg Board](#), obtain a temporary food handler license from the county health department, and sell goods per all regulations.

MEATS

Vendors must obtain a temporary food handler license from the county health department. Meat products must be processed from an establishment inspected by the Indiana Board of Animal Health or the United States Department of Agriculture, be appropriately labeled on each meat product sold, and be kept frozen at all times.

PROCESSED FOOD

Items must be created or prepared in a facility per Indiana law, sold in prepackaged form, and be the original product of the vendor. Vendors are required to provide verification if items were created or prepared in a commercial kitchen. Processed items that are permitted include:

- Jellies, jams, and preserves
- Dried vegetables and fruits
- Cider or other pressed juices
- Ice cream
- Vinegar
- Baked goods
- Candy
- Others, as approved in writing by Mainstreet Shelbyville



All vendors selling processed foods must have their Board of Health licenses available at their stands at all times. These food items must be labeled with:

- Name of product
- Location of preparation
- Description of contents
- Net weight or units
- Date the product was prepared

HOME-BASED VENDORS

Items created or processed by a [Home-Based Vendor](#) (HBV) are sellable under Indiana law. HBV products must contain a label with the following warning: “This product is home-produced and processed and the production area has not been inspected by the State Department of Health” in at least 10-point type. Items produced by an HBV must have proper labeling, which must consist of the following:

- Name of product
- Location of preparation
- Description of contents
- Net weight or units
- Price
- Date the product was prepared

Any questions regarding minimally processed food or pH items should be directed to Shelby County Health Department at (317) 392-6470.

PET FOOD

Vendors interested in making and selling pet treats and food must obtain an [Indiana Commercial Feed License](#) from the Office of Indiana State Chemist and Seed Commissioner. Licenses must be obtained and displayed, and all applicable rules must be followed.

FOOD CONCESSIONS - FOR IMMEDIATE CONSUMPTION

A limited number of spaces are available for food concessions. Vendors must make all food items themselves. No wholesale, resale, or prepackaged foods are permitted. Vendors are encouraged to use Indiana-grown ingredients in their foods. A menu must be included in the vendor application. Appropriate health department and fire permits must be obtained and all rules followed. Vendors must have a working ABC fire extinguisher and a trash can for customers. Ground covering must be provided to protect the space from spills, residue, or damage.

BEER AND WINE

Beer and wine products that are made by the vendor may be sold and sampled per state law. It must be made and packaged per all state and federal laws. Vendors must have proper permits on display.



ARTS AND CRAFTS

Art and Craft items will be juried by members of the Market Committee. All work must be designed and executed by the vendor. No commercially manufactured items or objects produced from kits are eligible. Items should be original and of the highest quality. We reserve the right to jury any unacceptable items on site. Vendors should submit photos of the items they intend to sell to mainstreetshelbyvilleevents@gmail.com and/or attach them to their registration form. Photos should show the range and quality of the product. The Market Committee may request further information about the creative process of various items.

ADVERTISEMENT AND MARKETING

Mainstreet Shelbyville is responsible for advertising the Shelby County Farmers Market via signs, posters, social media, flyers, radio, and newspapers, if applicable. Vendors are encouraged to use their social media pages to promote the market to their followers. Mainstreet Shelbyville may organize promotional efforts throughout the season, such as activities, themes, or giveaways. Vendor support of these efforts is appreciated.

VENDOR PHOTO-RELEASE

Vendors shall permit photographs and video recordings of their booths, employees, and products by Mainstreet Shelbyville unless otherwise stated. All media is the sole property of Mainstreet Shelbyville and may be used by Mainstreet Shelbyville without obligation to the vendor.

WEATHER AND CANCELLATION POLICY

The Shelby County Farmers Market prioritizes the safety of vendors, customers, and volunteers. Any market delays or cancellations will be shared on the Shelby County Farmers Market Facebook page, and the Mainstreet Shelbyville Facebook and Instagram pages. In the event of a delay or cancellation, vendors will receive a text message and/or email from market staff as soon as possible.

- If a severe weather threat occurs before the market and there is reason to believe the threat will persist through much of the day, the market may be canceled.
- If severe weather develops during the market, market staff will ask vendors, customers, and volunteers to seek shelter in an enclosed vehicle or inside a nearby structure. If lightning is within a 10-mile radius of the market site, the market may temporarily close.
- Vendors must ensure that adequate weights are always attached to their canopy, especially in severe weather. If winds are extreme, vendors may be directed to take tents down to ensure the safety of fellow vendors and customers.

Mainstreet Shelbyville is not responsible for any losses or expenses incurred due to a market cancellation or other emergency. No refunds will be provided.



COMPLAINTS

Any market complaints must be submitted in writing and contain the infraction, the date of the infraction, the signature(s) of any witness(es) of the infraction, and the signature of the complainant. Complaints can be emailed to mainstreetshelbyvilleevents@gmail.com or mailed to 18 N. Harrison Street, Shelbyville, IN 46176. All complaints will be reviewed and addressed appropriately.

LIABILITY RELEASE

Vendor agrees to protect, indemnify, defend, save, and hold harmless Mainstreet Shelbyville Inc., and the City of Shelbyville, its agents, servants, employees, and/or representatives, against and from any and all claims, loss(es), cost(s) damages and/or expenses of any kind or nature arising out of or from any act, accident or occurrence in or at the Vendor's space(s) and/or booth(s) and/or elsewhere on facility property and/or grounds, or from the sale of goods and/or services by Vendor and/or Vendor's agents, servants, employees and/or representatives, or from any act or omission of Vendor, Vendor's agents, servants, employees and/or representatives and/or invitees.

All personal property, inventory, equipment, and/or other items belonging to Vendor and/or Vendor's agents, servants, employees, and/or representatives, shall be there at Vendor's sole risk, and neither Mainstreet Shelbyville Inc., nor the City of Shelbyville, their agents, servants, employees, and/or representatives, shall be liable for any loss, theft and/or damage of any kind sustained by Vendor and/or Vendor's agents, servants, employees, and/or representatives, provided such loss, theft, and/or damage is not the direct and proximate result of intentional or grossly negligent acts or omissions of Mainstreet Shelbyville Inc its agents, servants, employees and/or representatives.

Vendor agrees to abide by and at all times be subject to terms and conditions herein, including those terms respecting the submission and/or refunding of deposits together with all rules and regulations set forth by Mainstreet Shelbyville Inc., the receipt of which Vendor expressly acknowledges, and which are expressly incorporated herein by reference. Failure to abide by any term or condition herein and/or any rule or regulation, or any misrepresentation by Vendor of the merchandise described and/or displayed, may subject Vendor to the immediate termination, removal of exhibit (at Vendor's sole expense) and/or cancellation of any and all present and/or future market reservations, together with the loss of any and/all market fee(s) and/or deposit(s) paid to the Mainstreet Shelbyville Inc. Execution of the within agreement and/or remittance of deposit(s)/fee(s) does not guarantee Vendor a reservation(s) in any market. Exhibitors shall be selected by Mainstreet Shelbyville Inc. and/or its representative(s) at its discretion and/or upon the approval of the space. In addition to the foregoing, Mainstreet Shelbyville Inc. expressly reserves the right to cancel Vendor from any confirmed market should it be determined in the sole discretion of Mainstreet Shelbyville Inc. which discretion shall not be unreasonably exercised, that the Vendor has engaged in any activity which reflects poorly upon Mainstreet Shelbyville Inc, and the City of Shelbyville. If for some reason beyond the control of Mainstreet Shelbyville Inc., it becomes impossible to hold any



scheduled market in which entry fees and/or deposits have been remitted by Vendor, all sums will be refunded without liability to Vendor. However, if severe weather conditions cause the closing of any market, no refunds and/or rain dates shall be due to the Vendors. Vendor alone is responsible for all taxes and/or permits in connection with sales made, as well as comprehensive and liability insurance. Vendor alone is responsible for compliance with all local, state, and/or federal laws respecting his/her/its exhibition, participation, and/or Sales.

This agreement is entered into and shall be governed by the laws of the State of Indiana and Vendor expressly agrees that any and all claims, actions, and/or proceedings with respect to this agreement shall be brought in the Courts of Shelby County, Indiana to which Vendor submits to the exclusive jurisdiction.

FAILURE TO COMPLY

Failure to comply with these written rules and regulations will result in Mainstreet Shelbyville Inc. asking the Vendor to make a change to comply with the rules and procedures and/or asking the Vendor to leave the Market.

RULE CHANGES

All rules are subject to change. Vendors will be notified of rule changes in writing.

VENDOR RESOURCES

Shelby County Health Department: <https://www.in.gov/localhealth/shelbycounty/>

Shelby County Purdue Extension: <https://extension.purdue.edu/county/shelby/index.html>

Home-Based Vendors: <https://ag.purdue.edu/departments/foodsci/home-based-vendors.html>

Indiana State Egg Board: <https://ag.purdue.edu/departments/ansc/iseb/>

Office of the Indiana State Chemist - Pet Food: <https://oisc.purdue.edu/petfood/resources.html>

