



## **BSBPA SPONSORED BALLSTON SPA FARMERS MARKET BYLAWS**

### **I. PURPOSE**

The Ballston Spa Business & Professional Association is sponsoring a weekly Farmers Market in Wiswall Park beginning mid-June and running through September each Thursday afternoon and Saturday morning. *The mission of the Ballston Spa Farmers Market is to bring together producers and consumers, and is part of a plan to make Wiswall Park on Front Street a center for community activities and entertainment.*

The market will run from 3-6 pm each Thursday and from 9 am-noon each Saturday. The market, located in Wiswall Park, on Front and Low Streets, in the village of Ballston Spa will be held rain or shine.

### **II. ORGANIZATION AND PARTICIPATION**

**Organization:** The Ballston Spa Farmers Market is run by the Ballston Spa Business & Professional Association.

**Participation:** The Ballston Spa Farmers Market Criteria is as follows:

#### **1. Locally produced**

Only products grown, raised or created in New York State shall be eligible for sale at the Ballston Spa Farmers Market. Producers from the **local area** are given preference. An exception may be made for imported items as described below.

#### **2. Principal producer**

The principal producer or a representative of the producer must attend the stall. Resale is not allowed except as described below.

#### **3. Primary Products**

All agricultural products must be grown or raised by the vendor. This includes items such as vegetables, fruits, herbs, meat, poultry, cheese, yogurt, eggs, maple syrup, honey and flowers. Purchasing agricultural products for resale is not allowed. An exception may be allowed for non-profit organizations, or farm vendors, purchasing locally with approval from the BSBPA committee to increase the availability of products at the market.

#### **4. Secondary Products**

All value added products must be processed by the vendor using locally grown or raised agricultural products whenever possible. This includes products such as jams, salsas, cider, vinegars, wine, and prepared meals.

#### **5. Home-processors, Artisans, Specialty Foods Resellers and Fair Trade Importers**

A portion of the Ballston Spa Farmers Market space may be made available to home processors, artisans, regional specialty foods resellers, and sellers of imported items that can not be grown, raised or crafted locally. BSBPA approval is required for these items.

Ballston Spa Business & Professional Association • P.O. Box 386 • Ballston Spa, NY 12020

[www.Ballston.org](http://www.Ballston.org)

### III. RULES

1. Paid membership in The Ballston Spa Business & Professional Association is mandatory for all vendors, at rates agreed upon by the board. The current annual rate is \$150 for all vendors except non-profit members who pay \$50. There are no additional fees for participating in the Farmers Market.
2. The goal of the Farmer Market Committee is to have at least 2/3 of the spaces filled with farm based products and the balance of the spaces allotted to a mix of home-processors, artisans, specialty food resellers and Fair Trade importers.
3. Vendors are asked to submit an application to the Farmers Market Committee with a list of the products they intend to sell at the markets. All products sold must have approval from the Farmers Market Committee.
4. All products sold at the farmers market must be produced by the vendor as previously described. The BSBPA reserves the right to investigate all complaints and make inspections, if necessary, to ensure that products are made or grown by the vendor. **No resale is allowed at the market, except for BSBPA approved non-profit or specialty food sales.**
5. Vendors may participate in the Thursday market, the Saturday market, or both.
6. Vendors are expected to attend the markets they have requested. A vendor who misses more than 20% of the markets they have committed to is not considered a vendor in good standing. As such, they will not have the priority granted to returning vendors the following year when spaces are assigned. They will be added to the bottom of the waiting list at the end of the season. Depending on the size of the waiting list, it is possible that there will not be space available for them in the next year's market.
7. Vendor spaces will be assigned at the beginning of the each season. Vendors will be given the option to keep the same space they had the previous season, if possible. Vendors should have the same space for the entire season but some changes may be necessary. Spaces will be offered to current vendors in good standing before being offered to vendors on the waiting list or new vendors.
8. Additional space will be granted to vendors on a first come basis based on the type of products needed to complete the desired mix. Priority is given to local businesses.
9. Vendor spaces will be approximately 10' by 10'. It may be possible to accommodate vendors with larger or smaller needs.
10. The number of vendors will be determined by available space for each market.
11. Vendors may share space as long as both are approved vendors of the Farmers Market. Vendors can not sell product for someone who is not also an approved vendor.
12. Vendors may not transfer their space to another vendor without approval from the Farmers Market Committee.
13. Products are only to be sold during the market hours stated. Thursday market vendors may stay longer to sell during the concerts.
14. Vendors are asked to unload their products for the market then move their vehicles to above Augie's Restaurant on Low Street or to the public parking on Front Street to allow farmers market customers to have parking near the park. Limited vendor parking will be available on Walnut Street (the alley) for large vendors who need to unload from trucks or need to park trailers. Permits for parking on Walnut St may be issued by the BSBPA, other vehicles will be towed.
15. Vendors are asked to attend one annual meeting held before the season begins.
16. Vendors are responsible for complying with all local, state and federal regulations that apply to their products.
17. **Vendors are responsible for their own liability insurance coverage, and must submit a certificate of insurance from their carrier, naming the Ballston Spa Business & Professional Association as additionally insured.**
18. Vendors are required to sign a hold harmless agreement.
19. Vendors agree to the Farmers Market committee using their names, description of their products and photos in promotional material.
20. Vendors who do not comply with the rules may be asked to forfeit their space by the Ballston Spa Business & Professional Association.

21. Fundraising by non-profit organizations is prohibited at the Farmers Market. However, products meeting the criteria for products allowed at the market may be sold at the farmers market by non-profit organizations with BSBPA approval.

#### Hold Harmless Provision for Farmer's Market

Ballston Spa Business and Professional Association (BSBPA) and its employees, agents, successors and/or assigns, shall not be liable for any damages whatsoever, including property damage or personal injury to Vendor, its agents, employees, guests, successors and/or assigns, which may occur on or about any part of the Village of Ballston Spa being used for the "Farmer's Market", regardless of how such injury or damage may have occurred. Vendor waives any claim against BSBPA and the Village of Ballston Spa for any liability, damages or expenses arising out of any claim for injury or damage to any person or property or of any kind whatsoever, together with all costs in connection with the defense, including attorney's fees. Vendor agrees to indemnify and hold BSBPA its employee, agents, successors and/or assigns harmless in regards to any injury or damage to any third party or property resulting in whole or in part from Vendors use of or presence at, subject premises. BSBPA reserves the right to refuse vendors or accept vendors as it deems appropriate. This contract shall not be assigned without prior written consent.

I have received a copy of the bylaws for the Ballston Spa Farmers Market and agree to the terms it contains, including the hold harmless provision above.

Business/Farm Name \_\_\_\_\_

Owners Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_