

Welcome to the Aurora Marketplace!

The Aurora Marketplace intends to have a permanent Marketplace mix of 70% non-value added food producers, 20% value added and prepared food vendors, and 10% crafters and artisan-only vendors. This mix may be adjusted as needed by the Marketplace Director to meet the needs of the Marketplace and the community.

The Aurora Marketplace will be located at the corner of Second and Judiciary Streets (IN 56) at Gabbard Park.

General Information

1. Season

The hours of the Marketplace will be determined on a yearly basis. For 2017 the hours are Thursday evenings 6:00 p.m.-9:00 pm. The Marketplace will open for the 2017 season on Thursday June 1 and run consecutively through October 26 , but will be closed October 5 during Farmers Fair.

2. Space & Space Assignment

A full space will be 10' X 10' or a Vehicle Space of 16' x 16'. A vendor may pay for and use more than one space, however more than one vendor cannot occupy the same space. The Aurora Marketplace reserves the right to limit the amount of spaces each vendor has should the growth of the Marketplace dictate that such a limitation is in the best interest of the Marketplace.

- a. Spaces will be assigned for full and seasonal vendors at the annual vendor meeting in May. Full season vendors who sold at the prior seasons Aurora Marketplace will have seniority.
- b. First application in, first choice of space for the full season vendors.
- c. First application in, first choice of space for seasonal vendors of the remaining spaces.
- d. Daily vendors will be assigned a space, as available, by the Marketplace Director

3. In the event of a full Marketplace, space priority will be:

- a. Produce and non-prepared food vendors (milk, eggs, cheese, meat, fruit, etc)
- b. Plant growers
- c. Prepared food vendors
- d. Crafters

4. Parking

- a. Vendors must park their vehicles away from the Marketplace site unless a vendor has paid for Vehicle Space.
- b. The Aurora Marketplace is not responsible for items left at the Marketplace.

5. Space Fees & Payment Schedule

Vendors may have more than one type of space, i.e. a full season vendor may opt to have an additional seasonal space for their products peak season; or choose to have an additional daily space when their production demands such. Should a vendor choose to cease vending at the Marketplace the space fees are nonrefundable.

- a. Full season vendor: This vendor will be at Marketplace the full season of 21 weeks. \$150.00 for the season per space, \$175.00 per Vehicle Space. Payment is due by or on the first Marketplace vendor is attending. A full season vendor may join the season at any time.
- b. Seasonal Vendors: This vendor will be at Marketplace for 12 weeks during the season \$120.00 for the season per space, \$135.00 per Vehicle Space Payment is due by or on the first Marketplace vendor will be attending. The weeks do not have to be consecutive weeks.
 - i. If a Vendor participates in excess of 12 weeks, there will be a charge of \$10 for each additional week.
- c. Daily Vendors: These vendors are required to sign a contract and will pay a daily Marketplace fee of \$15.00 per space. Payment is payable by opening time of each Marketplace the vendor will be attending.
- d. Youth Lemonade Stand: These vendors, ages 12 and under, are required to sign a contract and will pay a daily Marketplace fee of \$0.50 per space. Lemonade stands are limited to 1 per Marketplace week. Payment is payable by the opening time of each Marketplace the vendor will be attending.

6. Educational/Non-Profit Community Groups

The Aurora Marketplace will not permit Educational/Non-Profit groups space at the Marketplace. Educational/Non-Profits will be allowed to display literature and special event fliers at the Community Information Table located at the Marketplace Information Booth. An Educational/Non-Profit representative must be present during Marketplace hours and will be responsible for the removal of their literature and special event fliers at close.

7. Entertainers and Events

Entertainers may be granted free space as directed by the Marketplace Director. Events will be coordinated by Main Street Aurora and the Marketplace Director.

Vendor and Product Guidelines

1. Vendors - Aurora Marketplace reserves the right to refuse admittance to any vendor that they feel does not meet the eligibility requirements or does not serve the best interests of the Marketplace.
 - a. Producers
 - i. Farmers are persons who raise produce (vegetables, fruits), herbs, flowers or nursery crops from seed or plants and care for, cultivate and harvest the crops offered for sale at the Marketplace. Beekeepers, egg sellers, whole fish, poultry, and farmers who process their own raw product into value added items are also considered farmer vendors. The location of the farm must be within a one hundred mile radius of the Aurora Marketplace.
 - ii. Farmer vendors can sell crafted items made from at least 70% raw materials gathered or produced by the farmer. Unless there is prior approval from Aurora Marketplace these items may not total more than 20% of the yearly gross sales.
 - b. Plant Growers
 - i. Plant growers must be in possession of plants for at least 60 days prior to sale at the Marketplace. Plant receipts may be requested at any time by the Marketplace Director to verify the length of possession. If the vendor operates a greenhouse and has a start to finish operation farm/operation visits by Aurora Marketplace or Main Street Aurora may be made.
 - ii. Plant growers of woody shrubs must have a valid Nursery License from the Indiana Department of Natural Resources if they are going to sell any annual or perennial plants
 - c. Other Vendors
 - i. Artisans are persons who craft with their own hands the products they offer for sale at the Marketplace. To qualify as an artisan, a majority of the tools and equipment used by the crafter to produce the products must require skills, personal handling, and/or guidance by the crafter.

- ii. To assure quality crafts at the Marketplace, all artisan vendors may be juried by Aurora Marketplace or Main Street Aurora. Work should be made by hand or with the appropriate tools, showing imagination, skill, and the mark of the artisan's individuality. All works should be executed without technical faults. Artisans not accepted may reapply on a monthly basis with a new or improved product. Limitations may apply when determining the acceptance of an artisan, based on the Marketplace's current needs. Artisans who wish to sell on a daily basis, less than six Marketplaces during the season, must still jury their items.
 - iii. Items made from kits or are mechanically mass produced are not acceptable.
- d. Returning craft vendors must jury new items.
- e. Prepared Food Vendor (aka Value Added Vendors) are vendors offering food products that they have processed into products being offered for sale at the Marketplace. Farmers and livestock producers that have had items processed by any outside source are also value added vendors. Produce that is cut or sliced to sell to a consumer is considered value added. These products are ready-to-eat or packaged food that complies with Marketplace rules.

f. Youth Lemonade Stands

Each week of the Marketplace, a space will be available and should be scheduled with the Marketplace Director, for a youth (ages 12 and under) to run a lemonade stand. Parental permission and direct adult supervision is mandatory.

- i. Lemonade can be homemade or a mix – stand is for sale of lemonade only. No foods or crafts.
- ii. Hand washing station should be used regularly for cleaning of hands and utensils. Hand sanitizer should not be used as replacement for hand washing.
- iii. Ice must be kept in closed/covered containers and dispensed with clean, non-breakable utensils. Ice used for consumption with drinks must be stored separately than ice used to keep beverage containers chilled.

g. Service Providers and all Other Miscellaneous

Service Providers and all other Miscellaneous includes vendors offering special services and other non-food items to customers at the Marketplace. This would include massage therapists, face painters, plant fertilizer, etc.

Vendor Requirements

1. All vendors must meet all state, county and local requirements. Prior to selling at the Aurora Marketplace vendors may be requested to supply a copy of all necessary permits and business licenses. These documents must be visibly displayed at the vendor space at each Marketplace. Before a vendor application will be approved the following criteria must be met:
 - i. Applicant must reside within a one hundred mile radius of the Marketplace.
 - ii. Applicant must not have an outstanding fee or fine from the previous season.
2. If the applicant was a vendor in the previous season they must have been a vendor in good standing, abiding by the Rules & Policies of the Aurora Marketplace.
3. No commercial items, no imported items and no second hand items shall be sold by any vendor at the Marketplace.
4. The Marketplace strives to provide a place where fresh and wholesome products are sold. The Marketplace Director has the responsibility to cooperate with regulatory agencies in order to maintain quality control at the Marketplace.
5. Produce Vendors must sell only local, Indiana grown farm fresh produce of good quality at the Aurora Marketplace. Producers Vendors are strongly encouraged to personally grow a minimum of 80% of the product brought to market. Fruits and vegetables from out-of-state, or those not from the vendor's grown produce will be monitored. Example: Peaches and Melons. Should a vendor choose to sell these products at Aurora Marketplace, they must notify the Market Director prior to sale: 1) the origin of the product and 2) LABEL the product for consumer identification that this product(s) is NOT grown in Indiana. Failure to comply will result in being asked to leave the market. Aurora Marketplace reserves the right to determine if a vendor is in compliance. Aurora Marketplace is not a location for "second sales" of produce or crafts or commercially manufactured items.
6. Minor children may be involved in the display and sales of items in a space provided that they are supervised at all times by a parent or guardian.
7. Processed Food Vendors are vendors offering fresh food products that they have processed themselves into products being offered for sale at the Marketplace. Upon approval of the Aurora Marketplace, these vendors may also offer items that are locally produced by others if the Marketplace needs and demand dictate. These items must follow the same rules and guidelines as other similar Marketplace items.
8. Processed food vendors must clearly label all ingredients of each item. The vendors name and/or business name and address must be included in the products labeling.

9. Processors must meet all applicable federal, state and local rules.

Set Up – Loading and Unloading

1. Failure to Show

This section does not apply to daily vendors. A reserved space which is not claimed before 5:45 p.m. may be reassigned to another vendor for that day. If a vendor with a reserved space does not plan to attend a Marketplace, they are required to notify the Marketplace Director at your earliest convenience.

2. Set Up

Vendors may arrive at 4:30 p.m. to ready their space. Except for sales to other vendors no other sales will be allowed until the Marketplace's opening at 6:00 p.m. Due to insurance liability vendors are required to remain completely set up in their spaces until the Marketplace closes at 9:00 p.m. Any vendor leaving the Marketplace before 9:00 p.m. could be assessed a \$50.00 fine, which is due before the next Marketplace day. The Marketplace Director has the authority to authorize a vendor leaving early for emergency or other reasons if the safety of the public and other vendors will not be endangered in any way.

All Vendors are solely responsible for their own tables, change, bags, weather and sun protection devises and, if applicable, a legal produce scale, and are responsible for removing all personal items, equipment, vehicles and their trash from the market area by 30 minutes after closing on market day.

3. Canopy & Table: Set Up & Tear Down

All vendors are responsible for setting up and tearing down canopies, tables, and displays for their space. All vendors erecting canopies at the Marketplace are required to have their canopy sufficiently and safely anchored from the time their canopy is put up to the time it is taken down. The Marketplace requires a minimum of 24 pound weights on each of the four corners of the canopy. Any vendor who has been found by the Marketplace Director to have failed to properly anchor their canopy will either have to:

- i. Anchor their canopy appropriately.
- ii. Remove their canopy for that Marketplace day.

4. Refrain from selling at the Marketplace on that Marketplace day. All vendors are responsible for policing their space areas after tear down and leaving the area clean. Vendors who do not police their area will not be allowed to sell at the next Marketplace.

5. Signage

All vendors may have a sign at their Marketplace space. Additional signs are permitted as long as they do not interfere with neighboring spaces and are in good taste. Signs must not block pedestrian pathways.

6. Vendor Displays

Displays must not block accessibility to adjoining spaces. Display and selling techniques must not impair other vendors' ability to sell. Displays must not block pedestrian pathways.

Regulatory Policies

1. Alcohol/Drugs

No drugs or open containers of alcohol are permitted in the Marketplace. If the Marketplace Director believes that a vendor or customer is intoxicated or under the influence of drugs, they have the authority to ask the vendor/customer to leave immediately.

2. Behavior

All vendors, their children and staff, whether at the Marketplace site, Marketplace meetings, committee meetings, or Marketplace functions, will behave toward Marketplace customers, vendors, staff and volunteers in a professional manner. The Marketplace Director and Main Street Aurora reserves the right to remove any individual who is disrespectful or disruptive.

3. Discrimination/Sexual Harassment

- a. It is the policy of the Aurora' Marketplace to comply with Federal equal opportunity laws.
- b. All vendors and staff members shall project the necessary attitudes and behavior to ensure that sexual harassment and/or discrimination do not occur.
- c. Members of the Marketplace, vendors, entertainers, and any other persons participating in the Marketplace function shall not discriminate against any individual in regard to selling of products, hiring, promotion, discipline or any other matters because of age, gender, race, creed, color, national origin, sexual orientation, or the presences of any physical, mental, or sensory disability.
- d. The Marketplace will not tolerate instances where a vendor or staff is retaliated upon in any way for complaining of sexual harassment or discrimination. Confidentiality will be maintained whenever possible.

4. The following actions will be considered sexual harassment:

- a. Promise of employment or continued employment made implicitly or explicitly predicated on sexual activity as a condition of employment.
- b. Implicit or explicit coercive sexual behavior to control, influence or affect any employee, contractor, customer, potential customer or vendor.
- c. Deliberate or unsolicited verbal comments, gestures, or physical contacts of a sexual nature which are unwelcome or interfere with work performance or create an intimidating, hostile or offensive work environment.

5. Firearms

No firearms or fireworks are permitted in the Marketplace

6. Animals

- a. Animals permitted in the Marketplace must be on a leash and comply with town ordinances.
- b. The Marketplace Director and the Board members reserve the right to remove any animals not under control by their owner or pose a danger to vendors and Marketplace patronages.
- c. Petting Zoo, Pony Rides, and other animal attractions must be located at least twenty (20) feet away from any food items.

7. Health Practices

All vendors must adhere to sanitary procedures as outlined by the Dearborn County Health Department. Any vendor found selling contaminated foodstuffs or produce shall be suspended from selling operations until satisfactory clean has been obtained from the Dearborn County Health Department. The Health Department will make unannounced inspections at the Marketplace.

8. Insurance

The Aurora Marketplace does not require that farm and artisan vendors carry liability insurance, however, it is recommended that producers do so for their own protection. Prepared food vendors and value added food vendors **MUST** carry liability insurance and provide proof of coverage to the Marketplace Director prior to vending.

9. Logo Use

Vendors wishing to use the Aurora' Marketplace logo must apply in writing to Aurora Marketplace or Main Street Aurora.

10. Labeling

- a. Use of the word "organic" is restricted to those who have in fact, been so certified by the Department of Agriculture. Organic growers who sell less than \$5000.00 annually are not required to be certified to label their products organic.
- b. Vendors cannot use health or nutritional claims on label
- c. All vendors are required to advertise truthfully and to respond to customer questions in a like manner.
- d. All baked and processed foods must meet qualifications as stated in HEA 1309. Labeling restrictions on processed or baked goods as stated in HEA 1309 will be monitored – all vendors must be in compliance. Note: Food permit from the local Board of Health (Dearborn County) is required if you are serving samples that are not individually sealed. *Hand washing station is also required if you are *servin*g food.

11. Pricing

Pricing of goods sold at the Marketplace is solely the responsibility of the individual vendor. We suggest that for good community and vendor relationships that the items sold at the Marketplace not be priced below 80% of the current area retail price.

12. Skateboards, Roller Blades, and Bicycles

No skateboards, roller blades or bicycles will be allowed in the Marketplace

13. Radio & Other Sound Systems

No sound that can be heard outside an individual vendor's space will be allowed.

14. Tobacco Products

Smoking or smokeless tobacco products are not allowed in the Marketplace.

15. Vendor Illness Policy

Vendors with food borne illness are restricted from participating in the Marketplace. Vendors with symptoms including, but not limited to, Hep A, E Coli, Norvirus (Flu), Samonella, and Shigella will be asked to refrain from vending while ill and at least 24 hours after illness passes. Vendors may find temporary stand help to maintain their stand and sell items while primary vendor is unavailable.

16. Panhandling

No panhandling will be allowed.

Complaints, Appeals and Disciplinary Procedures

1. Enforcement of Marketplace Policies

- a. On site at the Marketplace, the Marketplace Director will decide if any vendor is failing to adhere to Marketplace policy. Such failure will result as follows
 - i. 1st offense: a verbal warning
 - ii. 2nd offense: a written warning
 - iii. 3rd offense: expulsion from the Marketplace for that day
 - iv. 4th offense: expulsion from the Marketplace for the remainder of the season
- b. The vendor is responsible for packing their product, belongings, and cleaning up their area when asked to leave the Marketplace. If the vendor does not pack their own product and belongings the Marketplace Director has the authority to appoint others to do so. The Aurora' Marketplace will not be held liable for any damage caused during such packing. The vendor is legally responsible for any damage that may occur when being escorted from the Marketplace.
- c. At off-site Marketplace gatherings the Marketplace Director or the Chairperson of the event will determine if any vendor or participant is failing to adhere to the policies set forth here. Such failure will result in:
 - i. 1st offense: a verbal warning
 - ii. 2nd offense: expulsion from the event which will be documented in writing via the minutes and a written notice to the offender by the person in charge of the meeting/event.
 - iii. 3rd offense: expulsion from Marketplace events for the remainder of the season which will be documented in writing via the minutes and a written notice to the offender by the person in charge of the meeting/event.

2. Product Challenge

It is the intent and purpose of the Marketplace to offer fresh, high quality goods and farm direct products. Products which are deemed inconsistent with Marketplace guidelines may be challenged by any vendor, the Marketplace Director/Manager, or any Board member. A challenge process will be as follows:

- a. Vendor will receive written notice of the challenge.
- b. Vendor will be required to respond, in writing, to the challenge before the following Marketplace day.
- c. The challenge will be resolved within one week of receiving the vendor's written response to the satisfaction of the Marketplace Director and two Main Street Aurora members who will be chosen by lottery.

3. The disciplinary process will be as follows:

- a. 1st offense: a written warning
- b. 2nd offense: one week suspension from the Marketplace
- c. 3rd offense: forfeiture of all Marketplace spaces for the remainder of the season. In order to participate in the next Marketplace season as a vendor; the vendor's application must be presented to Main Street Aurora for consideration. Two season expulsions will result in permanent disbarment from the Marketplace.

4. Vendor and Staff Rights

Should a vendor, Marketplace staff, or Main Street Aurora member feel that another vendor, Marketplace staff, or Main Street Aurora member has acted outside the authority of their position or acted in a way that has harmed the Aurora' Marketplace as a whole, the following steps should be taken:

- a. The complaint must be in writing and include the following:
- b. Name(s) of the person(s) involved, including the person filing the complaint.

- c. A clear and specific description of the problem If applicable, a clear and specific description of attempted resolution of the problem Copies of the complaint should be sent to the all persons involved in the matter, Marketplace Director and the

5. Main Street Aurora.

The President of Main Street Aurora will acknowledge the receipt of the complaint and recommend, within fourteen (14) days, a course action for dealing with the complaint. The course of action may include, but is not limited to:

- a. Mediation between the affected parties.
- b. Setting up a committee of Main Street Aurora members to hear the complaint from all sides. The committee will recommend a course of action. The President may suggest that the complaint needs to be dealt with through other channels.

6. Appealing a Challenge, Disciplinary Action, or Rights of Violation

- a. The appeal must be in writing and include the following:
 - b. Name(s) of the person(s) filing the appeal
 - c. A clear and specific description of the problem
 - d. If applicable, a clear and specific description of attempted resolution of the problem.
 - e. Copies of the appeal should be sent to all the persons involved in the matter, Marketplace Director, and Main Street Aurora.

7. The President of Main Street Aurora will acknowledge the receipt of the appeal and recommend, within fourteen (14) days, a course of action for dealing with the appeal. The course of action may include, but is not limited to:

- a. Mediation between the affected parties.

- b. Setting up a committee of Main Street Aurora members to hear the appeal. The committee will recommend a course of action to Main Street Aurora. If after completion of the recommended course of action the situation remains unresolved, the President shall schedule a meeting of Main Street Aurora within ten (10) days. Main Street Aurora has final authority in deciding the outcome of any appeal that is not resolved through mediation. Main Street Aurora reserves the option to recommend that the appeal be dealt with through other channels.

Vendor Application and Acceptance Guidelines

The Marketplace Director will review each application to decide if the following criteria are met. The Marketplace Director will forward the application to Main Street for approval.

1. Criteria for Application Acceptance

- a. **Salability:** The product should sell well in a farmers market setting.
- b. **Compatibility:** The product should be unique and fill a niche in the Marketplace's product mix.
- c. **Stability:** Can the vendor supply enough products to meet the vendor level they are applying for. Would a different category or level be more appropriate?
- d. **Commitment:** The vendor should be willing to commit to specific Marketplace days.
- e. **Production:** Does the vendor have a substantial "hands-on" contribution to the making of the product.

Entertainment Application and Acceptance Guidelines

Entertainers are a welcome and vital part of the Aurora Marketplace. They are invited to the Marketplace for the color, variety and culture that they bring to the Marketplace atmosphere and to enhance the sales environment for the Marketplace vendors. Entertainers must not perform in such a way that they interfere with the commerce of the Marketplace and they must abide by all Marketplace rules.

1. Busking (performing/entertaining in a public place for donations)

Busking will be allowed, however, performers must register with the Marketplace Director before their first performance at the Marketplace.

- a. Performers will check in with the Marketplace Director each day they wish to perform to receive their location assignments.
- b. Under no circumstances may entertainers perform without permission of the Marketplace Director. Entertainers will not be charged for the privilege of performing at the Marketplace.
- c. Buskers must be respectful of scheduled entertainment and refrain from performing in a way that will detract of the scheduled entertainments performance. Should several buskers come to the Marketplace at the same time the Marketplace Director may assign times for each busker to perform.

2. Contract & Scheduled Entertainment

Entertainers invited to perform at the Farmers' Marketplace may sell merchandise such as CD's with Marketplace approval. Entertainers are asked to provide samples of the items they wish to sell to the Marketplace Director at least two weeks prior to the Marketplace at which they are scheduled to appear.

Vendor Inspections

1. Purpose of Inspection

The purpose of vendor inspections is to assure that products sold at the Marketplace are vendor produced as required in the Rules and that the vendor lives and works in the 100 mile radius specified in the Rules. Inspectors will note production capabilities of the facilities they visit. If a discrepancy is apparent, the Marketplace Director may deny the vendor access to the Marketplace. This decision may be appealed to the Board for final resolution.

2. Inspections

- a. Vendors agree to one farm/site visit per season. Main Street Aurora and/or the Marketplace Director may choose to make a visit when complaints have been made to the Marketplace Director that items are not grown or produced by the vendor and the vendor has not applied to vend as a partnership or co-op with other producers.
- b. Vendors who have a change of address, change of items, or change of other circumstances, must inform the Marketplace Director of such changes; inspections may be required in these instances.
- c. If the inspection team cannot verify that a vendor produces their own product the vendor may be banned by the Marketplace Director. The vendor may appeal to Main Street Aurora.