

**2019 The Dublin Market Rules and Regulations**

Between The Dublin Market and Market Vendor

The following rules and regulations have been established by The Dublin Market to maintain a productive marketplace for both vendors and consumers. The Dublin Market may change, modify or delete rules and regulations to preserve the safety and security of said marketplace.

1. **ADMISSIONS**

**Approval**

The approval to participate in The Dublin Market will not exceed one growing season and is based on the receipt of necessary documents including, but not limited to:

1. Completed application, including signature page.
2. Signed copy of rules and regulations (signature page only).
3. Applicable permits and/or licenses required by the applicable municipal law or State of Ohio.
4. Certificate of insurance, naming The Dublin Market, LLC, The Crawford Hoying Foundation and the City of Dublin as additional insureds.
5. Market fees (payable to The Dublin Market, LLC by certified check only).

Submission of all documents listed above does not guarantee participation in The Dublin Market. Your admission to the market will be considered based on product diversity (individual and market) and available space, among other factors. Decisions made by The Dublin Market shall be final. Market fees will be refunded only in the event that The Dublin Market rejects your application.

**Fees**

Market fees are due upon submission of your application. Market fees are non-refundable, and credits for days missed will not be given.

**Insurance**

All vendors must provide proof of liability insurance, in the form of a certificate of insurance, greater than, or equal to $1 million dollars. The Dublin Market, LLC, The Crawford Hoying Foundation and the City of Dublin assume no liability for The Dublin Market or its vendors or customers.

Certificate holders: The Dublin Market, LLC

6640 Riverside Drive, Suite 500

Dublin, Ohio 43017

The Crawford Hoying Foundation

6640 Riverside Drive, Suite 500

Dublin, Ohio 43017

City of Dublin

5200 Emerald Parkway

Dublin, Ohio 43017

**Licenses/Permits**

It is the responsibility of the vendor prior to opening day to obtain and submit to The Dublin Market copies of all licenses and/or permits which are required and/or necessary to farmers’ markets, including but not limited to a Mobile Food Operation, Food Safety (such as Home Bakery or Frozen), and Nursery Dealer License. All vendors must comply with laws, ordinances and regulations set forth by the applicable municipal law, the State of Ohio, and the United States. Failure to provide satisfactory evidence of the requisite permits for operation may result in revocation of your privileges and forfeiture of your market fees.

**Weights and Measures**

Scales should be capable of approval by the Columbus Division of Weights and Measures. You may contact them at (614) 645-7397 with questions or concerns.

**II. POLICIES and REQUIREMENTS REGARDING VENDORS**

The Dublin Market encourages, supports, and promotes the entrepreneurial efforts of local, independent, and small-scale farmers and artisans seeking to sell their products directly to consumers. The Dublin Market is hosted on a public street under special permit from the City of Dublin; each vendor is required to comply with all rules and regulations of the City of Dublin. The following requirements are in addition to all requirements the law may impose on each vendor and are not to be construed as limiting the vendor’s responsibility in any way.

**Farmers**

1. Farmers are to sell what they produce.
2. Farmers may supplement from neighboring farms.
   1. Supplements may include only items in which they, themselves, already grow.
   2. Neighboring farms are defined as those within 25 miles of your farm.
   3. Additional supplements will only be considered in the case of total crop failure and are subject to approval by The Dublin Market.
3. Farmers may not sell value added products that they, themselves do not produce.
4. Produce from neighboring farms must be clearly identified with signage.
5. Produce from neighboring farms must be listed on application.
6. Farmers must submit the names and addresses of neighbor farms from which they supplement.
7. All products are subject to approval by The Dublin Market.
8. Products purchased at wholesale, auction, or “terminals” is strictly prohibited.

**Artisan Producers of Edible Goods**

1. Producers may sell products that they, themselves, have produced.
2. Preference is given to producers who utilize products that they, themselves, grow.
3. Products sold by producers should reflect the local agricultural system.
4. Products must comply with all city, state, and federal regulations.
5. All products are subject to approval by The Dublin Market.
6. Products purchased at wholesale, auction, or “terminals” is strictly prohibited.
7. If selling products under the guise of “Cottage Food Production,” vendor shall adhere to all policies set forth in the Ohio Administrative Code, Chapter 901: 3-20 Cottage Food Production.

**Inspection**

The Dublin Market, or an appointed third party working on behalf of the market, reserves the right to inspect your farm or establishment, announced or not, to verify compliance with market requirements.

**Labeling**

Vendors should provide clear, written information about production methods, which can be available to any consumer who requests it.

According to Title 7: Agriculture, Part 205—National Organic Program, Subpart B— Applicability: Except for operations exempt or excluded in §205.101, each production or handling operation or specified portion of a production or handling operation that produces or handles crops, livestock, livestock products, or other agricultural products that are intended to be sold, labeled, or represented as “100 percent organic,” “organic,” or “made with organic (specified ingredients or food group(s))” must be certified according to the provisions of subpart E of this part and must meet all other applicable requirements of this part.

Certified Naturally Grown producers (produce, apiaries, and livestock) shall provide a certificate issued by Certified Naturally Grown.

**III. GENERAL MARKET RULES**

**Market Hours**

The Dublin Market will be open every Saturday from 9:00 am to 12:00 pm, **rain or shine**. The market will begin on Saturday, May 18 and conclude on Saturday, September 28, 2019.

The Thanksgiving Market at Bridge Park will be held on November 23, 2019 from 9:00 am to 12:00 pm.

**Attendance**

Attendance is very important to the success of the market. Vendors who miss two or more markets will be removed for the season. Tardiness shall be treated like an absence.

If you cannot attend, or will be late to the market, please contact (614) 333-8245 or [info@thedublinmarket.com](mailto:info@thedublinmarket.com) as soon as possible.

**Arrival and Departure**

1. Vendors may begin set up at 7:00 am.
2. Vendors must be in place at least 15 minutes before the market begins.
3. Vendors may NOT leave prior to the end of market.

**Safety and Sanitation**

When you leave, the property including grassy areas, roadways and sidewalks should look like they did when you arrived. The Dublin Market may terminate your space license at any time if you fail to comply with any rule including those relating to lack of cleanliness.

1. No vendor shall bring an animal at any time.
2. All produce, containers, signs, debris and/or trash must be taken with you.
3. Clean up should conclude within 1 hour of market closure.
4. No loud radios or shouting of prices is permitted.
5. Tables, tents, signs, and like materials must not impede pedestrian traffic.
6. Vendors may not use the property for debris removal.

If vendor does not clean market space, such shall constitute a breach under the rules and regulations and will be subject to removal. If vendor is removed from The Dublin Market, a refund will not be granted, as all fees are non-refundable.

**Vendor Space**

1. Vendor space will be assigned by The Dublin Market.
2. Each space is approximately 10 x 10.
3. Vendors may request a maximum of two spaces.
4. Excessive tardiness or absence may result in a reassignment of space or removal from market.
5. Vendors are to set their own prices.

Vendors may share one space on the condition that both vendors are approved independently of one another by The Dublin Market. Vendors who wish to share space shall submit completed documents (see ADMISSIONS) separately.

The Dublin Market will not approve a vendor for a half space. In the case that one vendor is approved and one is not, the approved vendor will have the option of submitting a new space share vendor or of renting a whole space.

**Equipment and Supplies**

1. Vendors are to supply their own tables, tents, signs and like materials.
2. Vendors must display an identifying sign for their farm or business.
3. Electricity is limited, please plan accordingly.
4. Vendors shall supply carts or like equipment for transporting supplies.
5. Tent weights are required.

**Pricing**

1. Pricing of products is the responsibility of the individual vendor.
2. Prices should be displayed clearly.
3. Vendors shall follow guidelines set forth by the Ohio Administrative Code, Chapter 901: 6-7 Packaging and Pricing of Food and Nonfood Products.

**Parking**

Parking is available for free to vendors in the longshore Parking Garage or any on-street parking spaces available.

**Marketing and Community Outreach**

Participants of The Dublin Market are encouraged to assist in promoting the market. Logos and photos will be provided prior to the market season.

**Professional Conduct**

All vendors are expected to act in a professional manner. Vendors may not bully, disrespect, or publicly disparage other vendors, products, volunteers, customers, market staff, city officials, businesses, or The Dublin Market, either in person or by electronic media. This type of behavior may result in permanent expulsion from The Dublin Market with no redress.

For the first offense, a verbal warning will be issued. The second offense will incur a written warning. Upon the third offense, the response may include, but is not limited to, suspension and/or termination of any business, current and future, with The Dublin Market.

**IV. DISCIPLINE and COMPLAINTS**

The Dublin Market has created protocols and procedures that allow vendors to lodge complaints against other vendors whom they think are out of compliance with market rules and regulations. Complaints should be made in a timely manner, and not disruptive to the marketplace.

**Complaints**

1. Should be directed, in writing, to The Dublin Market for resolution.
2. May be made in person, by mail or email.
3. The vendor being accused of wrong doing must also respond in writing.
4. The Dublin Market’s decision shall be final.

**Grounds for Removal**

1. Failure to obey city, state or federal laws and regulations.
2. Failure to obey the market rules and regulation in the sole discretion of The Dublin Market
3. Causing an unsafe marketplace for vendors and/or customers.
4. Excessive tardiness or absence in the sole discretion of The Dublin Market.

The vendor agrees to protect, indemnify and hold harmless The Dublin Market, LLC, The Crawford Hoying Foundation and the City of Dublin and their employees, volunteers, service vendors or independent contractors from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of market space, the purchase of any item from any vendor, or in connection with any action or claim.

By signing the Rules and Regulations and participating in The Dublin Market, you agree to give consent to all photographs, audio recordings, academic work and/or video recordings taken of you or your staff. You understand that such photographs, audio recordings, academic work, and/or video recordings become the property of The Dublin Market, and may be used by the market, parent companies, or others with their consent, for educational, instructional or promotional purposes determined by The Dublin Market and its parent companies in broadcast and media formats now existing or created in the future.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_have read, understand and agree to adhere to the above stated regulations set forth by The Dublin Market. I understand that additional rules and regulations may be implemented for the benefit of the marketplace in the 2019 season and agree to abide by them.

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Print Name Date

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Sign Name Position

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Name of Farm or Business