

# Brighton Farmers' Market 2023 Vendor Application



**(Please Print)**

Legal Business Name (dba, LLC or Inc.) \_\_\_\_\_

Principal Owner \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ Zip \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_

Website \_\_\_\_\_ How long have you been in business? \_\_\_\_\_

Have you sold at farmers' markets before? \_\_\_\_\_ If yes, which one(s)? \_\_\_\_\_

If an FMNP farmer: FMNP Stamp ID#: \_\_\_\_\_ Acreage cultivated in fruits/vegetables: \_\_\_\_\_ Total tillable acreage: \_\_\_\_\_

Please list all products you hope to sell at the market. Please include the following information: 1) type of product, 2) address where grown or produced if different from above address, 3) quantities – can be given in approximate acres, row feet, animal numbers, processed product amounts, etc. Please use additional space if necessary.

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**IF OFFERING AN AGRICULTURAL PRODUCT**, please explain in detail how you apply environmentally sustainable agricultural principles to your farming operation. Please specify your methods in regard to soil building, insect control, weed control, and disease control. For livestock, please describe your housing, confinement, and pasturing methods, as well as feed provided and use of hormones and antibiotics. Please use additional space if necessary.

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**IF NOT OFFERING AN AGRICULTURAL PRODUCT**, please explain in detail how you use sustainable methods in your operation. Please use additional space if necessary.

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**The vendor fee will be as follows** (to be paid following acceptance to the Market):

**Main Season: \$450** -- April 16 through November 19

**Main and Extended Seasons Combined: \$550** – March 5 through December 17 (no market held April 9)

A \$20 administrative fee is charged for all checks returned for insufficient funds. Prior market participation is no guarantee that this application will be approved.

Please indicate the seasons in which you plan to participate: \_\_\_\_\_ Main season only \_\_\_\_\_ Main and Extended seasons

Please indicate the date you anticipate starting to sell at the market \_\_\_\_\_

Do you expect to miss any markets after you start? \_\_\_\_\_ If yes, how many? \_\_\_\_\_

**Market Schedule:**

**March 5 through April 2** the Market will be held indoors at the Brookside Center, 220 Idlewood Road, Sundays 10:00 am - Noon.

**From April 16 through November 19** (main season) the Market will be held outdoors at Brighton High School 1150 Winton Road South, Rochester, Sundays 9:00 am to 1:00 pm.

Location of the late season Market (November 26 through December 17) will be announced later in the season.

Attached to this application are the 2023 Brighton Farmers’ Market Rules which are made a part of this application and incorporated herein. I have read the 2023 Brighton Farmers' Market Rules. If my application is accepted, I will adhere to the market rules as stated. I fully understand that my completed application and proof of insurance **MUST** be submitted and approved **BEFORE** I may participate in the market.

I hereby assume any and all risk of harm to my person or property that may arise out of my participation in the Brighton Farmers’ Market. I hereby release the Town of Brighton, Brighton Central School District and their respective officers, employees and agents from any and all liability of any kind that may arise in connection with my participation in the Brighton Farmers’ Market, or any activities related thereto, including but not limited to potential claims, demands or suits for punitive or consequential damages, attorneys fees and costs, or any legal or equitable relief of any kind whatsoever for any such injuries or damages and the consequences thereof, whether known or unknown. I further agree to indemnify and hold the Town of Brighton, Brighton Central School District and its respective officers, agents and employees harmless from and against any and all such claims, losses, damages, suits or causes of action or any other legal or equitable action or proceeding relating to or arising out of my participation in the Brighton Farmers’ Market.

Any approval granted by the Town in connection with this application may not be assigned without the express written consent of the Town. Any change in the controlling interests of the entity named on the first line of this application shall be deemed an unauthorized assignment and shall render any approval of this application null and void unless such change in the controlling interests of said entity is disclosed in writing to the Town and assignment of any approval of this application is ratified by the Town after such change in controlling interest is disclosed to the Town.

The Town of Brighton reserves the right in its sole and exclusive judgment to terminate Market operations at any time and with no advanced notice in the interest of preserving public health and safety. The Town further reserves the right to impose at any time further rules and restrictions to further the interest of protecting public health and safety at the Market. The undersigned applicant will comply with all such determinations by the Town to terminate Market operations and/or further regulate or restrict Market operations.

By submitting this application electronically to the Town of Brighton I agree to the conditions above and represent that I have the capacity to bind the individual or entity on whose behalf it is submitted, and I hereby confirm that such individual or entity shall be bound by and comply with all of the terms and conditions set forth above.

\_\_\_\_\_  
**Principal Owner Signature**

\_\_\_\_\_  
**Date**

**Please return completed application to:**  
Town of Brighton Recreation Department  
220 Idlewood Rd., Rochester NY 14618

**Or email it to:**  
[info@brightonfarmersmarket.org](mailto:info@brightonfarmersmarket.org)



## 2023 BRIGHTON FARMERS' MARKET RULES

### **COVID-19 RULES:**

Vendors will abide by all appropriate state and local COVID 19 market rules as required by the Town of Brighton and are in effect on each market day. Such rules may include but are not limited to masks covering nose and mouth, social distancing, and safe conditions at vendor booths.

The Town of Brighton reserves the right in its sole and exclusive judgment to terminate Market operations at any time and with no advanced notice in the interest of preserving public health and safety. The Town further reserves the right to impose at any time further rules and restrictions to further the interest of protecting public health and safety at the Market. The undersigned applicant will comply with all such determinations by the Town to terminate Market operations and/or further regulate or restrict Market operations.

These rules are subject to change throughout the season as circumstances change and in response to state and county guidelines. Vendors will be notified of any change in market rules relating to COVID.

### **MARKET RULES:**

1. Only products listed on a vendor's application may be sold at the market. Any additions must be approved in writing by the market manager at least one week prior to selling.
2. Vendors may sell only goods which they or a family member or employee have grown or produced. Re-selling will only be permitted under the following circumstances: if no grower is selling a particular item, another vendor may purchase the item from a nearby farmer and sell it, provided approval has been obtained in writing from the market manager at least one week prior to each anticipated sale date. The farming operation from which the goods are purchased must be from no further than 100 miles from Brighton, New York and must meet the standards set forth under these rules. The vendor must display the name and address of the farm that grew or produced the item to be re-sold. If that item becomes available from another vendor at the market from that farmer's own production, the vendor re-selling the item must no longer sell it. In addition, the market manager may at its discretion permit re-selling if the re-selling will allow a market need to be met.
3. Inspections of farms or production facilities to assure an operation's conformity with market rules will be conducted at the discretion of the market manager. Such inspections may be scheduled or unannounced. Inspection criteria will be based on information provided in the grower's market application, such as specific crops grown, amounts grown, farming methods applied, etc.



4. Vendors' applications will be reviewed and approved by the market manager. Vendors must come from no further than 100 miles from Brighton, NY. In reviewing applications, the market manager will consider the vendors' efforts to apply methods of sustainable agriculture to their growing operations. Priority will be given to farmers using sustainable methods and to farmers attempting to transition to more sustainable practices. The market manager may take into account product quality, product mix, and market needs when approving vendor applications. Vendor selection is made at the sole discretion of the market manager, based on a reasonable assessment of market needs. Applications not accepted will be retained, and if openings occur or market needs change during the season, applicants may be contacted.
5. Vendors whose applications to participate are accepted should make every effort to attend the market on the days indicated on the vendor's application. Applicants are accepted to fill market needs, and the success of the market depends on vendors' commitment to the market. If an absence is unavoidable, vendors should notify the market manager at least a week prior to the anticipated absence, if possible. Consistency of attendance in prior years may be considered as a factor in the vendor approval process for the current season.
6. Vendors are expected to charge prices that are fair to themselves, their customers, and other producers at the market. No price fixing or gouging is allowed.
7. Not-for-profit groups and community organizations may have booth space as determined by the market manager. A fee of \$5.00 per day shall be collected from such organizations.
8. All items sold at the market must meet federal and state regulations, as well as requirements of the Monroe County Health Dept. and the NYS Dept. of Agriculture and Markets. Vendors shall provide to the market manager and shall post at their stand all permits, licenses and certificates required by law and regulation. Vendors selling taxable items must display a valid NYS Certificate of Authority and provide one to the market manager. Vendors shall comply with all federal, state and local laws, rules and regulations in all of their market operations and market activities.
9. Vendors who operate a food truck with propane fuel must take the Rochester Fire Department Fire Safety Class and provide a current copy of the certificate of completion for the class.
10. Pre-packaged items must be labeled in accordance with NYS label requirements; this includes baked goods, teas, and health and beauty products.
11. Organic products may only be identified as such if they have been certified by a recognized third-party certifier. This certification document must be clearly displayed in the vendor's booth.
12. Vendors must display a sign clearly displaying their operation's name and location. Vendors are required to post signs that include farm's name, address, products, and growing practices.
13. Vendors are responsible for all equipment and supplies needed for their displays. Displays must allow unobstructed customer flow. Displays must be clean and free of debris. All tents and canopies must be properly secured.
14. All approved vendors must provide proof of liability insurance. The Town of Brighton (2300 Elmwood Ave., Rochester NY 14618) and Brighton Central School District (2035 Monroe Ave., Rochester NY 14618) must be named as additional insureds on the policy. Each vendor's policy shall include at a minimum the following insurance coverage: \$1,000,000 general and product liability, per occurrence. Vendors must also have automobile liability insurance with statutory limits. Proof of insurance must be on an Accord Certificate.



15. Vendors shall maintain workers compensation and disability insurance with statutory limits for all employees.
16. No vendor shall arrive earlier than one hour before opening time of the market. Vendors will be completely set-up prior to the opening of the market. Late arrivals are disruptive to other vendors and customers, and reflect poorly on the market as a whole. All vendors must have their booths dismantled and their spaces cleared by one hour after the market closes. Vendors shall clean space of all debris, including plant or produce debris, before leaving. All vendors must dispose of their own trash; use of on-site dumpsters by vendors wishing to dispose of unsold product is strictly prohibited.
17. All products offered for sale must be of high quality and good condition. All food must be kept off the ground or protected from contact with the ground.
18. No use of shouting, calling out or amplification is permitted to attract customers within the market.
19. All participants are expected to treat fellow vendors, customers, management, and other participants in a cooperative, respectful, and courteous manner.
20. **March 5 through April 2** the Market will be held indoors at the Brookside Center, 220 Idlewood Road, Sundays 10:00 am - Noon.  
**From April 16 through November 19** (main season) the Market will be held outdoors at Brighton High School 1150 Winton Road South, Rochester, Sundays 9:00 am to 1:00 pm.  
Location of the late season Market (November 26 through December 17) will be announced later in the season. Vendor fees will be \$450 for the main season, and \$550 for main and extended seasons paid together. Alternatively, vendors may pay \$30 per week, with written approval from the market manager. Fees must be paid by the vendor's first day of sale.
21. The market will offer products in two categories:
  - a) Farm products, including vegetables, fruit, herbs, meat, poultry, eggs, dairy, plants, cut flowers, honey, maple products. All products must be grown by the vendor, as specified in rule #2. Priority will be given to farms using organic or sustainable methods of agriculture, including the avoidance of genetically modified products. The market is committed to ecologically sound and humane husbandry. The market will emphasize grass-based production and pasture-raised meats, with the expectation that animals must have spent a majority of their life on vendor's farm, must have an appropriate quality of life, and must be raised without growth hormones or antibiotics.
  - b) Processed items, including baked goods, jams and preserves, health and beauty products, mixes, teas, coffee, pasta, and prepared foods. Priority will be given to vendors using local, organic, or sustainable sources of production.



The market manager will notify vendors in writing of any rule violations. Consequences may include warnings, fines not to exceed \$50, or termination of rights to sell at the market. Vendors may also request in writing a decision of the market manager on any issues related to the operation of the market or activities or products sold at the market. A written decision will be made by the market manager within 10 business days of receipt of the grievance. Decisions of the market manager are final and binding subject only to administrative review by the Office of the Town Supervisor. If a vendor is not satisfied with any decision of the market manager, such vendor may seek administrative review of the market manager's decision by delivering to the Office of the Town Supervisor a written request for administrative review together with supporting materials and documentation within five (5) business days of such vendor's receipt of the written decision of the market manager from which review is sought. A written decision will be issued as a result of an administrative review by the Town Supervisor within ten (10) business days of receipt of the request for review and will be based on any and all information and documentation submitted by the vendor and the market manager. The Town Supervisor may affirm, reverse or modify the decision of the market manager, and the Town Supervisor's decision shall be final and binding.

***The Brighton Farmers' Market is sponsored by the Town of Brighton.***