



**GUNNISON FARMERS MARKET**  
**THE BEST OF COLORADO'S WESTERN SLOPE**

# **2009 VENDOR PACKET**



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## **Welcome to the Gunnison Farmers Market**

**Thank you for your interest in participating in our market!**

The board and the staff of the Gunnison Farmers Market welcome you to the 2009 season! The market will open Saturday, June 20 and close Saturday, October 10. Our new hours will be 9:30 a.m. - 1:30 p.m.

Our aim is to make the Gunnison Farmers Market a profitable and enjoyable place for you to do business. Our volunteers will continue to support you in any way we can including helping you to unload and set up in the morning and pack up in the afternoon; providing back-up relief, change, coffee, information, and whatever other assistance you need. We are already at work on an advertising campaign and on scheduling weekly entertainment aimed at creating a festive, inviting atmosphere to draw customers to the market.

In this packet you will find: (a) 2009 vendor application forms; (b) updated rules, procedures and fees; and (c) tips on food safety. Please note that we will again require each tent leg to be weighted with 40 pounds to minimize problems from wind-blown tents.

Please return your application to us as soon as possible to reserve your space. If you have questions or concerns, please contact me by email or phone listed below.

We hope that you will join us for another great season. I look forward to seeing you at the Market!

**Sandra Karas  
Market Director**

<b>Gunnison Farmers Market Contact: Sandra Karas      (970) 642-0456      <a href="mailto:director@gfm-online.org">director@gfm-online.org</a></b>
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Please list ALL products to be sold, their estimated months/seasons, and whether any item is a resale product (if it is, please append a Request For Resale Item as covered in the GFM Rules and Procedures).

Product	Months/Season	Resale?	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
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		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>



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<b>THIS BOX APPLIES TO PRODUCE VENDORS ONLY</b>			
I plan to market my products as "Organically Grown." I have attached a photocopy of my current Colorado State Organic Certification.	Yes <input type="checkbox"/> No <input type="checkbox"/>	License #:	
I plan to market my products as something other (e.g. "pesticide-free," "unsprayed," "grown without chemicals," "transitional")	Yes <input type="checkbox"/> No <input type="checkbox"/>	Label:	
<input type="checkbox"/> My processing facility has been inspected by the _____ County Health Dept. and I have attached a copy of my license.			
<input type="checkbox"/> My process has been inspected by _____ and I have attached a copy of my permit.			
<input type="checkbox"/> If required, I have obtained my RFE license and I have attached a copy. (See page 13 for clarification of the RFE license).	<input type="checkbox"/> \$44 RFE Lic. <input type="checkbox"/> \$110 RFE Lic.		

<b>THIS BOX APPLIES ONLY TO CONCESSIONAIRES AND TO THOSE SELLING POTENTIALLY HAZARDOUS FOODS AND VALUE-ADDED FOODS</b>			
<input type="checkbox"/> My processing facility has been inspected by the _____ County Health Dept. and I have attached a copy of my license.			
<input type="checkbox"/> My process has been inspected by _____ and I have attached a copy of my permit.			
<input type="checkbox"/> If required, I have obtained my RFE license and I have attached a copy. (See page 13 for clarification of the RFE license).	<input type="checkbox"/> \$44 RFE Lic. <input type="checkbox"/> \$110 RFE Lic.		

I have attached my booth fee (based on the fee schedule above) for the requested date(s) along with my proof of insurance or waiver. I understand that all other market fees (5% of gross sales) and sales taxes must be paid at the close of each market day.

By signing this Application for Participation, I signify that I have read the Letter to Participants (page 2) and the *Rules and Regulations* and that I agree to all terms found therein. I also commit myself to follow the *Guidelines for Food Sampling at Colorado Farmers Markets* (page 14).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please mail your completed application and supporting documentation to:

Gunnison Farmers Market  
P.O. Box 1472  
Gunnison, CO 81230

**THANK YOU FOR PARTICIPATING IN THE GUNNISON FARMERS MARKET!**



# GUNNISON FARMERS MARKET VENDOR RELEASE FORM

Vendor/Farm Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

In consideration with the City of Gunnison, participating vendors are allowed to sell at the Gunnison Farmers Market on Virginia Street in Gunnison, Colorado. Participating vendors are required to provide one of the following:

- a. Commercial general liability and personal injury insurance, or
- b. A signed waiver and release form from vendors who do not meet the requirements of commercial liability and personal injury insurance.

If insured, please complete and sign the statement below.

I, \_\_\_\_\_ (vendor's name) from \_\_\_\_\_ (farm/vendor firm name), hereby confirm that I have commercial liability and personal injury insurance. I have included a copy of my insurance with my completed application.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If uninsured, please read, complete and sign the statement the statement below.

The undersigned acknowledges that the Gunnison Farmers Market requires commercial general liability and personal injury insurance from all participants and vendors. The undersigned does not have the required insurance; however, as consideration for the privilege of the use herein granted by the Gunnison Farmers Market, the undersigned wishes to freely enter in the following agreement:

1. Indemnification and hold harmless. The undersigned hereby agrees to protect, defend, indemnify and hold harmless the Gunnison Farmers Market and its Board, officers, agents, employees, and volunteers from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, and expenses (including, without limitation, actual attorneys fees and expenses) imposed on or incurred by or asserted against the Gunnison Farmers Market imposed on or incurred by or asserted by them by the undersigned.
2. Duty to exercise reasonable care. The undersigned hereby expressly acknowledges their duty to exercise reasonable care while at the Gunnison Farmers Market.
3. Waivers and releases. To the extent the above provisions do not cover a contingency, the undersigned hereby expressly agrees to waive and release the Gunnison Farmers Market and its assigns from any and all claims, obligations, direct or indirect, that the undersigned may have against the Gunnison Farmers Market or its assigns. The undersigned hereby acknowledges the relinquishment of any and all past, present and future rights, potential or real, as they may lie against the Gunnison Farmers Market.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **RULES AND REGULATIONS FOR THE 2009 SEASON**

The Gunnison Farmers Market (GFM) was created to provide an opportunity for local agricultural producers to sell their products directly to the public. This venue creates an atmosphere that builds community and fosters commerce, education, understanding, and cooperation between local producers, the consumer, and the community.

### **1. TIME AND PLACE**

The market will be held in the first block of Virginia Street, east of Main Street (adjacent to IOOF Park) in downtown Gunnison. Markets will be held every Saturday from 9:30 a.m. to 1:30 p.m. from the June 20 to October 10, weather and harvests permitting. The Market Director, or his/her designee, will be on site by 8:30 a.m. Vendors may begin to set up at this time. Participants must be ready to sell by opening time. GFM participants are expected to comply with all rules of the City of Gunnison and its Parks and Recreation Department.

All full-time participants are eligible for permanent assigned spaces for the year. These spaces will be assigned by the Market Director. The Director will try to accommodate special requests and needs if feasible and reasonable; please attach them to your application. Part-time participants will fill remaining spaces and be assigned by the Market Director or his/her designee on the day of the market. A list of contact information will be provided to each vendor as soon as the schedule is confirmed. Full-time participants are encouraged to be in their spaces no less than 30 minutes before opening; otherwise, a part-time vendor may be assigned to fill their space. If you are a full-time vendor and you think that you will be arriving late, please call the Market Director or his/her designee for that day at least one day in advance in order to save your space.

### **2. WHAT CAN BE SOLD**

The Market's primary goal is to sell Western Slope of Colorado-grown fruits, vegetables, grains, and herbs. All produce sold at the Gunnison Farmers Market must have been grown or raised in Colorado.

The Market's secondary goal is to be a true farmer's market: good should be sold by the person who has grown them or a paid employee of the grower.

We realize that these goals are not always attainable. Therefore, vendors may sell Colorado-grown produce that they have purchased from other farmers. In this case, the produce must be labeled as to the actual source (for example, "From the Smith Family Farm in Paonia, Colorado").

In keeping with the state purpose of the Market, any local farmer or gardener will be allowed to sell any fruit that has been grown on his/her property. There will be a community booth at which small, Gunnison Valley growers can sell their produce. The cost to use the community booth will be \$20, divided by the number of people who share the booth, plus 5% of gross sales. Sales tax on produce sold at the community booth must be paid at the end of the market day. People using the community booth must sell their products at prices comparable to all other growers so as not to undersell out-of-town vendors.

Field inspections will be performed on an "as needed" basis by an independent agricultural consultant, one or members of the GFM Board, and/or one or more GFM officers to insure that the produce comes from the stated point of origin and that any claims for that produce are met.



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Prospective participants who are not willing to have a field inspection of stated point of origin should not apply for participation. If items for sale are not found growing in the stated field of origin during an inspection, are not ready for harvest though the items are being sold, or are not grown in sufficient quantity to supply the volume brought to the Market, the participant may be fined \$100 if within Gunnison County, or \$150 if from other counties. Fines must be paid in full before a participant is allowed to return to the Market. If a second violation occurs, the vendor will no longer be allowed to sell at the Market.

Growers selling by the pound must use a scale that has been certified as accurate by the State of Colorado. All sellers must comply with Gunnison County Health Department regulations concerning their product(s). All sellers who offer samples of raw agricultural product(s) must follow "Guidelines for Food Sampling at Colorado Farmers Markets," which will be provided by the GFM. Approved hand washing stations are required. Further information may be obtained from the GFM Director.

**3. VALUE-ADDED AGRICULTURAL PRODUCTS**

Value-added agricultural products (e.g., breads, pastries, canned goods, yarns, and processed meats) must have been processed in the State of Colorado, though they may contain ingredients (e.g., flour and sugar) that were not grown, raised or produced in Colorado.

All foods that fall into this category must have been produced in a licensed and inspected commercial kitchen, and the vendor must provide proof that the kitchen is licensed and inspected before selling any value-added products.

In the case where vendors are reselling Colorado-produced, value-added food products that they did not produce themselves, the commercial packaging of each product will be taken as *prima facie* evidence that the kitchen used is licensed and inspected, though the GFM and its agents may inquire further if they feel it is necessary.

**4. ARTS AND CRAFTS**

Only Colorado-made, hand-crafted goods will be allowed.

So as not to create undue competition for Gunnison local businesses in the downtown district, and to insure a local flavor to the arts and crafts sold at the Market, arts and crafts vendors must be Colorado residents and their merchandise must have been made in Colorado by the vendor, members of the vendor's family, by Colorado-residing employees of the company by which the vendor is employed, or by Colorado-residing members of any cooperative artists' association of which the vendor is a representative.

The GFM Board may give special consideration to unique craft items that do not fall under these rules, but which have distinct appeal for GFM customers. As craft items are intended to add interest to the market, the number of craft vendors will be limited according to the discretion and judgment of the GFM Board.

"Garage sale" and "flea market" items are explicitly prohibited as not in keeping with the goals and objectives of the Gunnison Farmers Market.

**5. CONCESSIONS**

GFM encourages vendors to offer freshly prepared foods, drinks, and bakery items for sale at the Market, subject to applicable health codes and the discretion of the GFM Board. Concession vending at the Market is limited to Gunnison County residents and/or local food service companies. The seller must abide by the applicable Health Department regulations and must obtain all necessary inspections and permits. As food items are only intended to add interest to the Market, the



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number of food vendors will be limited according to the discretion and judgment of the GFM Board.

**6. RELATED ITEMS**

Branding products (e.g., t-shirts, baseball caps, shopping bags) that bear the producer's logo and/or company name may be sold or given away at the Market. Related or associated products (e.g., bread knives at a baker's booth, steak knives or steak seasoning at a meat booth) may also be sold or given away. GFM strongly prefers that related items be produced in Colorado.

**7. COMMUNITY SERVICE AND NON-PROFIT ORGANIZATIONS**

Community Service booths are intended for non-profit organizations that wish to share information or make the public aware of their existence. These organizations do not sell anything at the market, nor do they charge for their services. Examples might include a gardening club offering advice to local gardeners or a county extension agent letting people know about extension office services.

Space will not be given to political or religious organizations, or to organizations whose primary purposes are political or religious. The focus of the Market is food, and hosting political or religious organizations detracts from that focus and may serve to polarize the Market's customers.

These booths are offered and assigned on a space-available basis. Preference will be given to non-profit organizations that are chartered in Gunnison County.

**8. SIGNS AND PRODUCT REPRESENTATION**

To provide information for customers, every vendor must have an identifying sign. The sign should be easily readable to the customer and should be placed on or near the selling booth. Signs may not extend past a vendor's booth and tent. The sign must provide the farm or vendor's name and the location of the farm or business; further information is optional.

Any vendor desiring to market their produce as "organic" must have a photocopy of their current Colorado Organic Certification License on file with the GFM and an additional, laminated copy available at their booth for inspection by customers.

Growers who have not obtained their organic certification, but who farm according to standard organic practices may use signage to inform customers that their products are "pesticide-free," "unsprayed," "grown without chemicals," "transitional," or other similar terms denoting the farming practices used.

The Gunnison Farmers Market continually seeks to engender confidence on the part of its customers and expects participants to be truthful in describing their products. Any grower found to be knowingly misrepresenting their products will immediately forfeit any further participation in the Market with no refund of fees.

**9. GENERAL PROVISIONS**

The most common injuries to Market participants result from wind-borne tents. All vendors are required to anchor each leg of their tents with at least 40 lbs of weight. Five-gallon buckets, available from restaurants and paint contractors, filled with water and secured to tent legs, are a simple way to meet this requirement.

No vendor pets or personal radios will be allowed. Vendors will not be permitted to shout out product or price information to the customers.

Vendors are required to leave their space clean and free of debris at the close of the market.



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While GFM supports public service activities, it does not want potentially divisive booths at the Market. GFM will not tolerate or permit political or religious proselytizing at the Market, nor will it permit booths that contain displays that are offensive to customers or vendors at the Market. Because Gunnison supports free speech, people or groups who wish to proselytize may set up booths on any sidewalk in town so long as they do not block or endanger foot traffic.

**10. MARKET PARTICIPATION**

Any vendor wishing to sell at the Market must submit an application. By signing the application, the vendor agrees to abide by the terms set forth in these *Rules and Regulations*, the *Guidelines for Food Sampling at Colorado Farmers Markets*, and any verbal or written directions given by the GFM Market Director or his/her designee or the GFM Board while at the Market. Anyone found to be willfully violating any of these provisions will forfeit further participation in the Market with no refund of fees.

**11. INSURANCE**

All vendors must either: (a) provide proof of valid commercial general liability and personal injury insurance, or (b) submit a waiver of liability, indemnifying the GFM, its Board members, and it volunteers against all claims arising from their participation in the Market.

**12. APPLICATIONS AND FEES**

Fees prescribed below are to be paid, by check, upon application. Denied applications and accompanying fees will be returned immediately with the application form and supporting documents.

At the end of each market day, booth fees, the GFM fee of 5% of gross sales, and sales taxes will be collected from each participant, along with a written account of sales for the day, using a standard GFM-supplied reporting form.

Booth Type	Fees
Community Service/Non-Profit Organization	Free
Community Shared Booth	Market fee (5% of gross sales) + \$20 divided among the residents using the booth
Arts and Crafts	Market fee (5% of gross sales) + \$20/space per day or \$100 per season
Concession	Market fee (5% of gross sales) + \$20/space per day or \$100 per season
Standard Single	Market fee (5% of gross sales) + \$20/space per day or \$100 per season
Standard Double	Market fee (5% of gross sales) + \$40/space per day or \$200 per season

Full-time status is a good choice for vendors who plan to attend six or more markets. Moreover, full-time, prepaying participants are eligible for permanent space assignment and will be highlighted in GFM ads, crop calendars, and web profiles.



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**13. SPACES**

Full-time participants who begin attending the Market on opening day will be assigned permanent spaces as will full-time, prepaid vendors. This is done to provide continuity for the Market's customers. Each space at the Market has at least 10' frontage and 15' depth. Craft, art, and food vendors will be assigned one space each and produce vendors may request up to two spaces and room nearby for their cooler trucks (cooler truck space cannot be guaranteed since space attached to the adjacent street or alley is limited).

**14. TAXES**

The Gunnison Farmers Market will provide Sales Tax Licenses for the entire market and collect sales taxes from vendors. All sellers will be provided with a standard worksheet to report their sales and to calculate the taxes due to all appropriate taxing entities.

A vendor may take liability for paying their own sales taxes themselves; however, in this case the vendor must provide copies of their current, valid state and local tax permits.

**15. VENDOR SEVERABILITY CLAUSE**

The Gunnison Farmers Market reserves the right to prohibit anyone from selling at the Market, or to prohibit any product from being sold there. These determinations will be made based upon market demand, applicable laws and health codes, as well as the rules of the Gunnison Farmers Market. Rules and regulations are subject to change for "special event" days and/or at the discretion and judgment of the GFM Board. By signing the Application for Participation, the participant agrees to the terms set forth in these *Rules and Regulations* of the Gunnison Farmers Market and further agrees to release the GFM Board, Market Director(s), officers, agents, employees, volunteers, and contractors from all claims arising from such participation.

**16. NON-SEVERABILITY CLAUSE**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions of the *Rules and Regulations*, nor any agreement between the vendor and the GFM, but these shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated to be unreasonable.

**17. VENDOR REFUND CLAUSE**

It is the Gunnison Farmers Market's hope that its vendors will sign up for the full season and attend regularly, and the Market's rates reflect that goal. If a vendor finds that they cannot attend some market days, or can no longer continue to attend the market, GFM will offer a modified *pro rata* refund of the vendor's fees, as follows:

- A refund will only be given if a vendor requests it.
- Refunds will not be given to vendors who violate market rules, who are subject to disciplinary action, or who are asked to leave the Market by the GFM Board.
- If the vendor prepaid at the single day rate, any prepaid days they cannot attend will be refunded.
- If the vendor prepaid at the seasonal rate and is unable to attend the market for some number of days, GFM will calculate the number of days attended at the single day rate and subtract from the full-season rate.



## **RETAIL FOOD ESTABLISHMENT (RFE) LICENSING GUIDELINES FOR GUNNISON FARMERS MARKET VENDORS**

<b>If you are selling...</b>	<b>RFE License requirements</b>
• Arts, crafts, and other non-food items	• No RFE requirements
• Uncut fruits and/or vegetables	• No RFE requirements
• Pre-packaged non-potentially hazardous foods such as bakery items, honey, and value-added processed foods	• No RFE requirements
• Unpackaged non-potentially hazardous foods intended for immediate consumption	• \$110 fee RFE License required <sup>†</sup>
• Unpackaged non-potentially hazardous foods intended for off-premises consumption	• \$44 RFE fee License required <sup>†</sup>
• Potentially hazardous foods requiring time/temperature control for safety, intended for immediate consumption	• \$110 RFE fee License required <sup>†</sup>
• Potentially hazardous foods requiring time/temperature control for safety, intend for off-premises consumption	• \$44 REF fee License required <sup>†</sup>

The Retail Food Establishment (RFE) License is issued by:

Colorado Department of Public Health and Environment  
 Consumer Protection Division  
 Retail Food Service  
 4300 Cherry Creek Drive South  
 Denver, CO 80246-1530  
 Phone: (303) 692-3620  
 FAX: (303) 753-6809

Please contact them for licensing information. Additional information can be found on the web at:

<http://www.state.co.us/OED/industry-license/IndDetail.cfm?id=262>

or search Google for “Colorado RFE license”. Note that all vendors offering samples are required to comply with the sampling guidelines on the next page.

<sup>†</sup> RFE License fees are set by the State of Colorado and change from time to time. Please check with the Colorado Dept of Public Health at the address/phone number listed above for current fees.



## **FARMERS MARKET PRODUCE SAMPLING GUIDELINES**

Produce samples can be offered in a safe and sanitary fashion using the following guidelines:

- The person preparing the samples must have hand-washing facilities available to clean hands prior to preparing samples as well as anytime when hands will become soiled to prevent contamination of prepared samples.
- Practice good hygiene. Hands must be washed after smoking, eating, drinking, using the restroom, coughing or sneezing, or anytime necessary when contamination occurs.
- Proper hand washing involves: wet hands with clean, warm water; apply soap and work into a lather; rub hands together for 20 seconds; clean under the nails and between fingers; rinse under clean, running water; dry hands with a disposable towel.
- Produce used for samples must be washed with cool water and if it is thick-skinned produce, scrub with a clean vegetable brush. This removes insects, dirt, bacteria, and some pesticide residues that can contaminate the interior of the fruit once it is cut.
- If washed produce is not cut immediately for samples, store in a clean container to prevent re-soiling of the exterior surface prior to cutting.
- Hold all cut samples or samples that have been cooked (e.g., edamame soybeans or other cooked vegetables) on ice or in a cool ice chest at 41°F. If samples are not held cold, they must be disposed after 4 hours if held at room temperature.
- Cut samples must be covered or protected if flies are present, the area is dusty, or weather conditions are such that the samples could become contaminated.
- Use clean and sanitized knives, utensils, and cutting boards for cutting produce. Wash with soapy water, rinse with clean water, sanitize (described below) and air dry.
- Placing knives, utensils, and cutting boards in 75°F water that has one tablespoon of unscented chlorine bleach per gallon of water, for one minute, can accomplish sanitation.
- Cleaned and sanitized knives and cutting boards that are only used for cutting produce need to be re-cleaned and re-sanitized every four hours and whenever contaminated with unwashed hands, dirt, floors, or raw animal products. If facilities are not available for cleaning, bring additional, already cleaned and sanitized knives and cutting boards that can be switched for soiled when the 4-hour time limit has expired or when knives or cutting boards are dropped on the ground and need replacement.
- Keep all cleaned and sanitized knives and cutting boards in a clean container during transport and storage.
- Use single service items to distribute items to customers. Examples include paper plates, cups, napkins, plastic utensils, and toothpicks. The customer can dispose of single service items once the product is consumed.
- Minimize bare hand contact with cut produce. This can be done by using single service items such as those listed above. If single service gloves are used, be aware to change the gloves often to prevent soiled gloves from cross-contaminating samples. Remember to wash hands between changing gloves.