



## 2015 Watchung Farmer's Market Application

---

Thank you for your interest in the Watchung Farmer's Market. As you are aware, last year was our first year and we are looking forward to offer the market to our residents for 2015 and to working with you as well. We are making every effort to provide the best experience to both our vendors and customers. Based on the comments provided by the vendors and our residents through an online survey, the market will run every Sunday from September 13<sup>th</sup> through October 25<sup>th</sup>. The criteria listed in this application must be met in order to be considered for this market. Listed below are the products that may be sold and what is expected from our vendors. Please take the time to fully complete this application before sending it in.

Farmers:

- \*Are encouraged to grow, raise or produce.
- \*May resell locally/regionally grown produce (NJ, NY, or Eastern PA) is permitted.
- \*May not purchase produce through Restaurant Depot or other large wholesale venues for resale.
- \*Produced must be fresh and high quality. Baked goods/prepared foods must be made from scratch.

**The following may be sold:**

Fruit, grains, herbs, vegetables, eggs & egg products, baked goods/prepared foods, honey and bee products, meat and meat products, preserves, plants, pumpkins, gourds, flowers animal products, beverages, and non-edible animal products. Baked goods cannot be made from mixes.

**Vendor Information**

Name (business name and owner)	
Mailing Address	
Cell Phone Number of Vendor Owners	
Contact info for Vendor Manager present Watchung Market	
Email Address & Website of business	
# of Tents for season	

Electricity needed at market? Self-provided source?	
---	--

**Do you sell at other markets? Which Ones? Which Days?**

**Provide Product details. List ALL products you intent to sell. List what you grow or produce first- then items you intend to purchase for resale (include source vendor and location).**

**Do you foresee any conflicts with the dates proposed? Do you feel that you may be able to participate in some dates and not all?**

**Pease email to: [sparikh@watchungnj.gov](mailto:sparikh@watchungnj.gov), mail to 15 Mountain Boulevard, Watchung, NJ 07069 or fax to 908-757-7027.**



## 2015 WATCHUNG'S FALL FARMER'S MARKET GUIDELINES

### **Mission**

The Watchung Farmer's Market offers local farmers and specialty vendors the opportunity to sell their locally grown, sourced, and seasonal items directly to the customer. It gives the customer access to fresh locally grown produce and other foods. It also creates a vibrant community gathering and a perfect location for volunteer recruitment for various organizations within the community.

These guidelines are intended to benefit both the merchants at the market as well as to provide a great shopping experience to our customers.

All vendors must be approved by the Watchung Green Team to join the market on a yearly basis.

### **Vendor/Farmer-Product Information**

- ❖ Must be a New Jersey vendor and products/goods must be from New Jersey
- ❖ Produce must be locally grown and not commercially produced. . Produce must be grown locally in New Jersey with the exception of certain produce that may not in season, which would have to be approved prior by the Green Team. Farmers are to clearly label produce not grown by them.
- ❖ Vendors are free to set their own prices but we require that prices remain the same for the entire selling season.
- ❖ All prepared food must come from a certified commercial kitchen and the local board of health certificate must be provided to the Green Team.
- ❖ Vendors must adhere to selling only those products included and approved in their application by the Green Team.

### **Food Safety**

- ❖ All vendors must dress appropriate and shoes and shirts are required. Also, plastic gloves must be used when directly handling prepared food items that are not sealed.
- ❖ There will be an initial inspection from the Middlebrook Regional Health Department as well as nonscheduled visits to ensure safety regulations are being followed.
- ❖ Vendors must adhere to all guidelines by Middle-Brook Regional Health Commission as listed in the attached document.

### **Market times and Requirements**

- ❖ Vendors are required to sign up for the entire season, every Sunday starting September 13<sup>th</sup> through October 25<sup>th</sup>.

- ❖ Each vendor is expected to be at the market every scheduled week. In case of emergency please call the Farmers Market Manager, Shelini Parikh (732-850-6945) or if you know in advance call the Borough Office (908)756-0080 ext. 221 during regular business hours.
- ❖ All vendors are required to arrive by 9:00AM, and set-up and be ready to open before 10:00AM. Everyone is expected to remain at the market until the market closes at 2:00PM.

#### **Fees & Insurance Information**

- ❖ Vendors are required to pay for the season as indicated on the schedule.
- ❖ Each vendor must have a general liability policy with not less than a \$1,000,000 each occurrence limit that includes the Borough as an additional insured from each vendor. The vendor also must sign a Hold Harmless Agreement & Corporate Acknowledgment, herewith attached.
- ❖ Rates are \$150 for the fall season for one tent space (10'x10'), vendor must provide their own tents. An extra space will be provided if the request is made in advance at the time of application at no additional fee. The \$150 fee is not inclusive of the Board of Health fee which is an additional \$70.00. The \$150.00 fee may be waived for produce vendors at the Green Team's discretion. The Green Team also will waive fees for community organizations that have notified the Green Team of their participation during the application process.

#### **Equipment-Tents, Weights, Garbage, Vans, Trucks**

- ❖ Each vendor is required to have their own 10'x10' tent, tables and chairs. Every table must be covered by a tent. Weights are required on a weekly basis to secure the tents. The Fire Inspector will be verifying that weights have been secured to the tent for every session.
- ❖ Signage indicating the name of your business is encouraged. All vendors are required to have signage on their tent or a visible location that states the name of their business.
- ❖ All vendors will be assigned their space on the first day of the market.
- ❖ All vendors are required to provide a trash can and remove their own trash at the end of the day. If the vendor fails to provide a trash can and clean up after their designated area, their security deposit will be utilized for clean-up costs.
- ❖ Electrical outlets will not be made available by the Green Team and vendors are required to supply their own electrical needs. Any sources of electricity (i.e. Generators) are required to be kept 10-15ft away from combustibles. Vendors with electrical supplies are also required to have a fire extinguisher at their station. The vendor must notify the Green Team at the time of application if they intend on using a generator.
- ❖ All vendors will be permitted to park their van/truck in the Mobus Park parking lot. The parking lot will not be available for parking after 9:00 am as all vendors are required to arrive by 9:00am. Vendors arriving after that time will be required to park in the Phillips Field parking lot.

#### **Miscellaneous Market Information**

- ❖ Vendors are not permitted to bring pets to the market.
- ❖ The Green Team retains the right to terminate any vendor's contract at any time with or without cause. In such case fees shall be returned to vendor on a pro-rata basis. The refundable security deposit will only be returned if the vendor is in compliance with the trash policy.

- ❖ Vendors are not permitted to play music until after 10AM and the volume must be kept at a reasonable level that does not disturb residents in the area.
- ❖ In the event that there is inclement weather, the session may be rescheduled at the Green Team's discretion for the following Sunday, if available. If the session is not rescheduled, the vendor will be refunded the \$25 fee.

I have read and understand the Borough of Watchung's Farmers Market Guidelines for the season. Upon signing this contract, I have committed to the full season of the Watchung Farmer's Market. Please direct any questions to the Green Team at [sparikh@watchungnj.gov](mailto:sparikh@watchungnj.gov) or (908)-756-0080 ext. 221. All documents are requested to be returned to the office by February 9, 2015.

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



Middle-Brook  
Regional Health Commission

111 Greenbrook Rd.  
Green Brook, NJ 08812  
Robyn Key, Sr. Registered  
Environmental Health Specialist

(732) 968-1023 x 6647  
(732) 968-5331 fax  
e-mail: rkey@middlebrookhealth.org

**Carnival/Street Fair Protocol**

1. Please supply your area with sanitizing wipes or a spray bottle with a solution made up of ½ teaspoon of bleach in a quart of water to clean off all food contact surfaces.
2. Three containers need to be available to wash any equipment. Containers need to be set up for wash, rinse and sanitize.
3. Smoking is prohibited in food prep areas.
4. Please supply hand washing stations for frequent hand washing. Please supply enough hand washing supplies to last you and your employees the whole event.
5. All **potentially hazardous foods** (meats, dairy, sliced melon ...) must be kept on ice or under refrigeration at  $\leq 41^{\circ}$  F or maintained at  $\geq 135^{\circ}$ F.
6. All food must be protected from contamination. (ie. Barrels of pickles, nuts, candy must have lids).
7. All live animals are prohibited from being in the food prep area.
8. All imported foods sold must list all contents or ingredients in the English Language.
9. The sale of foods made from a residential dwelling is prohibited. All foods must be prepared in a licensed kitchen or on site.
10. Use utensils, paper or gloves to avoid hand contact with ready to eat foods.
11. Hand washing must be done under running water. **Not the alcohol hand sanitizer.**
12. All persons handing exposed food should wear clean outer garments and use some form of hair restraint.

License No. \_\_\_\_\_

**BOROUGH OF WATCHUNG  
BOARD OF HEALTH  
15 Mountain Blvd.  
Watchung, NJ 07069**

**FOOD HANDLERS  
SPECIAL TEMPORARY PERMIT  
VALID ONLY FOR DATE(S) SPECIFIED**

Name of Applicant: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

Is Applicant:     Individual                       Partnership                       Corporation

If Partnership, give name and home address of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a Corporation, give name and home address of all officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In case such license is granted, I agree to comply with and abide by all the provisions, rules and regulations of the Board and the Article of Sanitary Code of the Borough of Watchung.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

Date of Application \_\_\_\_\_ FEE: at \$25.00 – 1st Day: \_\_\_\_\_  
(\$10.00 each additional day)

Inspected by \_\_\_\_\_ Board of Health Approval \_\_\_\_\_

DATE(s) VALID: \_\_\_\_\_

**HOLD-HARMLESS AGREEMENT**

1. "I / WE" "ME / MY / OUR" shall mean one of the following:

AN INDIVIDUAL: Name: \_\_\_\_\_ OR

ORGANIZATION: Name: \_\_\_\_\_ OR

CORPORATION: Name: \_\_\_\_\_

2. "YOU/YOUR/YOURSELF" shall mean the municipal corporation known as the **Borough of Watchung** its public officials, members, agents, servants, employees, or contractors.

3. GENERAL INFORMATION: ACTIVITY: Farmers Market WHEN: \_\_\_\_\_  
SITE OF ACTIVITY: \_\_\_\_\_

4. I sign this Hold-Harmless as MY voluntary act and by this act agree to hold YOU harmless and indemnify YOU from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the Activity listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages, but should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to perform for You related to the use of the site listed above:

(a) that I am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above; (b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensing or consuming of alcohol on the site and date listed above and that I will take no step(s), action(s), or measure(s) to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consuming of alcoholic beverages on the site and date listed above; (c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property; (d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also shall provide You with a Certificate of Insurance and that I shall provide same as soon as practicable and not less than five (5) business days before the date of the planned activity. Said Insurance shall be written with a company maintaining a rating of at least "A-" according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served or consumed). It is understood You will be listed as an additional insured on that policy and Certificate of Insurance. In the event said Certificate of Insurance is not provided as set forth, I recognize I cannot participate in the Activity.

8. (Applicable to Corporation Only) I also agree that I am obligated to reimburse YOU for all reasonable attorney's fees incurred by YOU to enforce the terms of this Hold-Harmless or to defend YOURSELF against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by ME or at MY sole cost and expense pursuant to this Hold-harmless.

9. **LEGAL SIGNATURES:**

Signature on behalf of "I/WE/ME/MY/OUR":

Individual \_\_\_\_\_ Date \_\_\_\_\_

on behalf of \_\_\_\_\_  
organization or corporation

and

Signature & Title of Person on behalf of the **Borough of Watchung**

\_\_\_\_\_ Date \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_

SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_

\_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the \_\_\_\_\_ of \_\_\_\_\_, the corporation named in the attached document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is \_\_\_\_\_, the \_\_\_\_\_ of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to the attached document; and
- e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Signature

Signed and sworn to before me  
on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary