**Simpsonville Farmers’ Market**

106 Old Veechdale Road

Simpsonville, KY 40067



**Simpsonville Farmers’ Market**

**2025 Vendor Regulations and Rules**

Read these rules and regulations carefully before signing below. Keep a copy for your records – these rules are a part of your agreement with Simpsonville Farmers’ Market (hereinafter “the Market”).

Please return a signed copy with your application. Failure to observe these rules and regulations may result in suspension or termination of your Market participation. If you have questions, contact Chris Truelock at (502) 722-8793.

1. Market Location and Time
	1. Wiche Park Pavilion, 106 Old Veechdale Road, Simpsonville, KY 40067
	2. Day/Time: Saturdays; 9:00 am - 12:00pm
	3. 2025 Season: May 10th – October 4th
2. Vendor Fees and Membership
	1. Spaces are subject to availability and to the needs of the market.
	2. Annual Market Membership is $75 (producer vendors, artisans, food service vendors and alternates) for the season. All vendors must be paid members of the Market. **Do not include fee with application. If approved to vend at the market, you will be invoiced, and payment can be made at the pre-season market meeting.**
	3. A Producer Reserved Space Fee (underneath the pavilion) is included with your membership fee for the season. The fee guarantees vendors a specific reserved space underneath the pavilion for all market Saturdays during the season. Larger vendors may reserve two spaces. **Do not include fee with application. If approved to vend at the market, you will be invoiced.**
	4. Alternate Fee = $50 for the season. Alternates will be called to fill reserved spaces based on a rotating schedule. **Do not include fee with application. If approved to vend at the market, you will be invoiced.**
	5. Guest vendors (Vendors who are not paid producer, food service, or alternate vendors) who are allowed to participate in the Market, there will be a $25 guest fee per occurrence. Once a guest vendor has participated at the Market for 4 occurrences, the guest vendor will not be charged for the remainder of the Market season and will be granted Market membership. Guest vendors will be allowed space only if there is space available for the requested Market Saturday. Guest vendors will not be given an allocated alternate slot in the rotating schedule unless a current alternate drops out of the rotation.
	6. Lawn vendors = $75 membership fee. These spots are located along the sidewalk next to the pavilion. Electricity is on a first come first served basis but is not guaranteed. You will need to provide your own canopy.
	7. All Fees are non-refundable.

Table 1: Simpsonville Farmers’ Market Vendor fee Schedule

|  |  |  |  |
| --- | --- | --- | --- |
| Vendor Type | Market Membership Fee | Space Fee | Total Fee |
| Sat Pavilion | $75 | $0 | $75 |
| Sat Pavilion 2 spaces | $150 | $0 | $150 |
| Food Service Vendor | $0 | $75 | $75 |
| Alternate Vendor | $0 | $75 | $75 |
| Guest Vendor (one day) | $0 | $25 per day or $100/ season | $25 or $100 |

1. The Simpsonville Farmers’ Market will be governed by Simpsonville Parks and Recreation with assistance from selected advisors (selected farmers and non-farm vendors).
	1. At the end of each market season, one to two advisors can be replaced by a new member(s) provided a desirable replacement candidate(s) is willing to serve or is available. This is to ensure the committee continually welcomes new and different ideas and suggestions. The Simpsonville Parks and Recreation Director will determine the replacement member(s).
	2. The advisors will assist Director of Simpsonville Parks and Recreation in seeking to maintain product selection with appropriate numbers of vendors in the following categories
		1. Fruits/Vegetables
		2. Eggs/Meats/Cheeses/Mushrooms
		3. Plants/Cut Flowers
		4. Baked goods, jams, jellies
		5. Honey, herbs, sorghum, soaps, candles, other
		6. Seasonal/ Holiday/ Various Items
		7. Food service vendors
		8. Non-farm vendors
	3. Day to day management of the Market will be the sole responsibility of Simpsonville Parks and Recreation with the assistance of the advisors.
	4. Grievance Procedures:
		1. The Simpsonville Parks and Recreation Director will be responsible for enforcement of the rules. Any formal complaints or grievances should be submitted in writing to the Director and sent to:

 Simpsonville Parks & Recreation

 PO Box 557

 Simpsonville, KY 40067

* + 1. Any Vendor deemed not in compliance with the regulations of the Market will receive the following from the Director:
			1. First Offense = a warning for non-compliance
			2. Second Offense = a request to vacate the premises for a designated time.
			3. Third Offense = banning from selling at the market for either one year or indefinitely. Reinstatement will be by application only.
	1. The Director with assistance of advisors will review each Member following the close of the market season and may elect to rescind membership status for any reason.
	2. Decisions of the Director are final as to all matters involving the operation of the Market.
1. Product and Sales Regulations
2. Participation in the Market requires the submission of an application and selection by the Director of Parks and Recreation.
3. All products and produce sold by vendors must be locally produced or grown by the individuals, families, groups, or farms. Locally grown or produced is defined as Kentucky or Southern Indiana (Bloomington and south). Products made from locally grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments etc.
4. In addition to agricultural, horticultural, and food items, non-edible products may be sold at the Market such as: dried flowers, dried flower arrangements, vine wreaths, gourds, body care products and beeswax candles. All materials must be found, grown, foraged and/or produced by the vendor on local farm or land as described in the rules and regulations of the market.
5. Consignment selling is permitted with prior permission of the Parks & Recreation Director whereby a vendor (grower or producer) consigns his/ her product/produce to be sold by another vendor, provided produce/products are grown/processed locally, as defined above. Any produce sold at the market that is not grown by the vendor must be designated on the vendor application in the consignment selling section and approved by the Director. No items from the Louisville Produce Terminal, produce auctions, or any other wholesale outlets, are allowed. Product origin signage must be posted for Consigned items.
6. Only those items listed on the vendor’s confirmation letter/ email may be sold. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market. Permission must first be granted by the Director in this instance.
7. The Director has the discretion to make allowances or exceptions for the sale of items not listed on a vendor’s confirmation letter, and/or the sale of non- resident products (items not made or grown locally) based on the potential benefit that doing so would add to the overall appeal and attractiveness of the Market. Exceptions may include food and drink items sold by prepared food vendors.
8. Vendors are responsible for conforming their products or produce to applicable USDA standards and guidelines and those of the state of Kentucky.
9. The Market reserves the right to inspect or spot-visit any farm or establishment that is the source of any items sold or distributed at the Market, with advance notice, if possible, as necessary throughout the season. The market at its discretion may conduct farm visits to ensure compliance with the market rules & regulations.
10. Produce offered for sale must be grown, harvested, and cared for post-harvest to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf life remaining, which may be useful for processing (i.e., sauces), must be labeled as such. The Market Director may remove poor quality produce.
11. All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension from the Market.
12. Vendors selling processed food must be certified through the Kentucky Department of Public Health as either a Home-based processor or Home-based microprocessor (Kentucky HB 391), and if preparing food on-site must hold a valid temporary farmers’ market food service permit. A copy of these permits must be provided to the Director and displayed by the vendor at the Market.
13. Vendors will determine their own pricing. However, vendors are expected to refrain from engaging in the systematic or deliberate underselling of other vendors.
14. No live animals will be sold at the Market.
15. **No alcoholic beverages including Locally produced wine and craft beer, drugs, tobacco products, medications or herbal remedies may be sold.** **Excludes Kentucky Proud CBD Oil and products.**
16. **Smoking is not allowed at the Market.**
17. The Market will hold an annual Spring Market Kick-off meeting prior to the beginning of the season. Vendors are required to attend this meeting and turn in the signed Release & Indemnification Form, Vendor Application, copies of required insurance forms, and applicable fees based on the fee schedule as spelled out in Section 2.
18. A Vendor is defined as a farmer, owner, employee of owner, volunteer for owner or, other agents and assigns of owner.
19. Rules and Regulations may be amended or revised from time to time by the Market Director.
20. Rules of Operation
21. The Market will open for business at 9 a.m. on Saturdays until 12 p.m. Vendors should be set up and ready to sell when the market opens. Vendors are expected to maintain their booth from 9 a.m. to 12 p.m. on Saturdays. Vendors must have their vehicles out of the market by 8:45 a.m. and cannot enter the market for breaking down until 12 p.m. on Saturdays.
22. Market prices for all items must be visibly posted.
23. Vendors will operate their stands in a safe and sanitary manner, arrange their tables to create an attractive display, keep their sales areas clear of debris, and keep edible products off the ground. All tables must be skirted to the ground.
24. Vendors must be always honest and courteous. Disagreements with other vendors, the Market Director, advisors, or customers must be handled in a respectful manner.
25. Vendors, not the Market, are individually responsible for conforming to all city, state and federal laws including the securing of any licenses or certifications required for the operation of their Market space and for the items they sell or distribute at the Market. Vendors will comply with and satisfy their sales tax obligations.
26. All scales used must be for legal trade, made for commercial use, and be inspected and sealed annually by the KDA Division of Regulation and Inspection.
27. Vendors will clean their sales area and take home all refuse at the end of each market day. Vendors selling readily consumable items (all prepared food vendors) must provide an approved waste receptacle for used wrappers, napkins, cups, etc.
28. Vendors who cannot attend the Market on any market day are expected to notify the Market Director by 5pm on the Wednesday before the business Saturday. Absences without notice may result in space reassignment or termination from the Market. Vendors are expected to attend 75% of your approved market dates/ times. Vendors requiring extended absence from the market must make prior arrangements with the market Director.
29. Reserved spaces will be assigned at the beginning of the season giving preference to vendor attendance and application order from the prior seasons. Those vendors with above 75 % attendance adherence have first option to retain their assigned space from the prior year. A designated area will be marked for food service vendors requiring electricity.
30. Due to limited space in the Market area, all vendor vehicles (including trailers) must be parked in off-site lots determined by the Market Director. Vendors are expected to park in the spaces provided. The Market Director may make exceptions, rarely and selectively, at his/her discretion.
31. Release and Indemnification
32. As a condition of participating in the Market, vendors recognize and acknowledge that they are ultimately responsible for their wares and conduct and agree to release, hold harmless, defend and indemnify the Market, the Market Director, advisors, The City of Simpsonville and Simpsonville Parks & Recreation, employees and agents from and against all liability, claims, demands, losses, damages, costs, expenses (including attorney’s fees), fines, judgments, and penalties arising from:
	* 1. Any failure of the vendor to abide by these Rules and Regulations;
		2. Any consumption or use of items that the vendor sells or distributes at the Market;
		3. Any presence, use, or misuse of an appliance, piece of equipment, vehicle or other item under the vendor’s ownership, possession or control while at the Market;
		4. Any action, inaction or other conduct by the vendor associated with the vendor’s participation in the Market;
		5. Any lack of care, expertise or experience on the part of the vendor associated with the vendor’s participation in the Market;
		6. Any injury or loss the vendor may sustain in any way associated with the Market or conditions at the Market premises; and
		7. Any failure by the vendor to exercise supervision and control over its employees, helpers, agents, or representatives in any way associated with the vendor’s participation in the Market.
		8. No hanging of signage or displays from the pavilion. Absolutely no tape, staples, nails or any adhesives should be applied to the pavilion!
33. If any of the foregoing provisions should at any time be held unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

**Simpsonville Farmers’ Market**

**2025 Farm Vendor Application**

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO BE BOUND AND ABIDE BY THEM IF ALLOWED TO PARTICIPATE IN THE SIMPSONVILLE FARMERS’ MARKET. I FURTHER UNDERSTAND THAT THE SIMPSONVILLE FARMERS’ MARKET HAS THE RIGHT TO REFUSE MEMBERSHIP TO ANYONE:

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

Signature of Applicant Date

Print name of applicant signing above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name of Farm or Vendor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List all dates you commit to vend at the market (Every Sat 9am-12pm May 10th – Oct. 4th )

Start date \_\_\_\_\_\_\_\_\_\_\_\_\_ to End date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List **ALL** Items you are requesting to sell at our market: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Email address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RETURN THIS FORM ASAP! DO NOT INCLUDE PAYMENT! IF YOU ARE SELECTED AS A VENDOR FOR OUR UPCOMING SEASON WE WILL MAKE ARRANGEMENTS WITH YOU CLOSER TO SEASON START.**

Simpsonville Parks and Recreation

PO Box 378

Simpsonville, KY 40067

simpsonvillepark@cityofsimpsonvilleky.com

Fax: (502) 722-8119

Phone: (502) 722-8793



**106 Old Veechdale Road**

**Simpsonville, KY 40067**

**How to Become an Approved Market Vendor**

1. Complete and return the Application Packet ASAP. Do not include any Membership or Space Fee’s with your application. Fees will be collected upon your acceptance to our Market.
2. Sign and return the *Vendor Registration and Rules/ Application* (In the packet).
3. Ensure your farm is compliant with the *Farm Site Visit Checklist* (In the Packet) and agree to an inspection.
4. If accepted for the upcoming season you are required to attend the Spring Market Kick-Off Meeting with date to be determined. **FOR ACCEPTED VENDORS ONLY!**
5. Commit to having an open booth throughout every market day during the selling season.

All documents may be returned:

**In Person:**

Simpsonville City Hall (M-F 8am-4pm)

108 Veechdale Road

Simpsonville, KY 40067

**Via Mail:**

Simpsonville Parks & Recreation

PO Box 378

Simpsonville, KY 40067

**Fax:**

Attn: Chris Truelock

(502) 722-8119

**Scan & Email:** chris@cityofsimpsonvilleky.com



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**Frequently Asked Questions**

**Q:** Which days will the market be open?

**A:** Every Saturday.

**Q:** How do I start the vendor application process?

**A:** Download the Farmers’ Market Vendor Packet at [www.simpsonvilleparks.com](http://www.simpsonvilleparks.com). Pick up a packet at Simpsonville City Hall located at 108 Old Veechdale Road or contact Chris Truelock at (502) 722-8793 or chris@cityofsimpsonvilleky.com to request a packet be delivered to you.

**Q:**  What is an Alternate Vendor?

**A:** If a regular vendor cannot attend, another vendor will be called upon to sell goods in that spot.

**Q:** What is a Guest Vendor?

**A:** Vendors who are not paid producers, food service, or alternate vendors who are allowed to participate in the Market.

**Q:** What is consignment selling?

**A:** Consignment selling is permitted whereby a vendor (grower or producer) consigns his/ her product/produce to be sold by another vendor, provided produce/products are grown/processed locally, as defined above. Any produce sold at the market that is not grown by the vendor must be designated on the vendor application in the consignment selling section and approved by the Director. No items from the Louisville Produce Terminal, produce auctions, or any other wholesale outlets, are allowed.

**Q:** What may I sell?

**A:** Only items/goods listed on your application that are approved by the Market Director.

**Q:** Who do I contact for questions?

**A:** You may contact Chris Truelock at (502) 722-8793 or chris@cityofsimpsonvilleky.com for any questions or concerns you have.

**Q:** If I cannot attend a specific market day, what should I do?

**A:** Please contact the Market Director (Chris Truelock) (502) 722-8793 or Chris@cityofsimpsonvilleky.com no later than Wednesday prior to a Saturday market.



**106 Old Veechdale Road**

**Simpsonville, KY 40067**

**Vendor Booth Open & Close Checklist**

|  |  |
| --- | --- |
|  | Table has a skirt to the ground |
|  | All prices are visibly posted |
|  | Vendor sign is hanging by zip ties or string (no nails, screws, adhesives, tape or glue)  |
|  | Vendor’s table and property are contained within the booth (not crowding into another booth or into the walkway)  |
|  | Vendor’s vehicle is in the designated parking area  |
|  | Vendor or approved consignment seller covering the booth for the duration of the selling period (Even if you run out of product) |
|  | All items and refuse are removed from the booth at close |
|  | No adhesive, glue, nails, staples to the pavilion structure. Do not hang anything from pavilion. |

Notes:

1. Vendor must be set up by 8:45 am on Saturday mornings.
2. Vendor cannot begin to tear down the booth until 12pm on Saturdays.

Example of table skirt:



**Farm Site Visit Checklist**

**Elements of the Farm Site Visit Checklist:**

- The name of the producer and contact information

- The location of the farm

- The date and time of the inspection

- The weather on the inspection day

- Who was present during the inspection?

- Note where pictures were taken?

- Each crop and how many animals, plants, acres, rows, etc.

- Planting intentions for the remainder of the season

- The name of the inspector(s)

CITY OF SIMPSONVILLE

PARKS AND RECREATION

P.O. Box 378

 Simpsonville, KY 40067

Office: 502-722-8793

**FARMERS’S MARKET VENDOR RELEASE AND HOLD HARMLESS AGREEMENT**

Whereas, The City of Simpsonville, through its Department of Parks and Recreation (hereinafter, “Owner”), Owns property known as Wiche Park and Pavilion; and

WHERAS, the undersigned, (Renter), on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter “Market Vendor”) desires to sell farmer’s product at this location on the dates of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and at such other times as have been pre-approved by Owner;

NOW THEREFORE, in consideration of permission from Owner to sell farmers’ product at this location, the Market Vendor agrees to the following terms and conditions:

1. Market Vendor shall obtain all necessary permits from the Shelby County Health Department and from any and all other controlling agencies or boards prior to selling product;
2. Market Vendor shall abide by federal, state and local laws and ordinances which pertain to such sales and related activities;
3. Market Vendor agrees to release, hold harmless and forever indemnify the City of Simpsonville, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands which may arise from or in any way connected to Market Vendor’s activities under this agreement, which include, but are not limited to, sales of product, use of related equipment, and location of the Market Vendor’s stand/ trailer or other equipment. This release, hold harmless and indemnification includes claims which may be brought by any third party against the City of Simpsonville and its related entities as set forth above. Market Vendor agrees that this release is binding upon himself, his agents, and his heirs, successors and assigns.

I HAVE READ THIS RELEASE AND UNDERSTAND ALL OF ITS TERMS. I SIGN IT VOLUNTARILY, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, AND WITH INTENT TO BE BOUND BY IT.

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