



The Olde Schaumburg Center Farmers Market is an annual, multi-week event sponsored by the village that takes place in the Olde Schaumburg Centre historic district. The vendors that participate in the market sell locally grown produce, flowers, and artisan food products; and provide services such as knife sharpening that support the production of artisan food products. The objective of the farmers market is to provide residents and visitors locally grown food and agricultural products by supporting family farms and small to moderate sized family businesses. The following guidelines have been developed for participating vendors.

**Definitions***Vendor*

A vendor is any person offering for sale services such as knife sharpening; and articles for purchase such as fruits, vegetables, edible grains, nuts and berries, apiary products, animal food products, maple syrups or non-edible articles which have been raised or produced by the vendor, members of his family or by persons in his employ involved directly in the production of the item for sale. Sale of any type of meat, fish, or poultry, refrigerated dairy products, and baked goods shall be prohibited, unless otherwise approved by the village manager or authorized designee. All sellers must abide by, and all products must comply with, all applicable federal, state, and local regulations.

*Market Master*

The market master is a Village of Schaumburg employee who coordinates the promotion and outreach program, entertainment, vendor participation, collection of fees, booth layout, day to day operation of the market, and has full authority to approve products and/or services.

**Location of Market**

The Olde Schaumburg Centre Farmers Market takes place in the parking lot at 190 S. Roselle Road in the Town Square Shopping Center, south of the intersection of Roselle Road and Schaumburg Road.

**Admission Criteria**

Approved selling privileges are valid for a single growing season and all vendors must re-apply annually to participate. Admission is based on a number of factors including the following:

- A completed, signed application; certificate of insurance; a signed hold harmless agreement; and copies of all licenses required for the sale of the vendor's products.
- Vendor's history at the Olde Schaumburg Centre Farmers Market which includes adherence to the market Rules and Regulations, market attendance, history of positive relationships, payment of fees, and professional behavior.
- Products that have seasonal integrity and are of high quality.
- Uniqueness of product.
- Ability to engage and educate consumers about the vendor's product.
- Space availability.
- Vendor balance between farm produce and artisan food products.



- Individual farms will be given preference over partnerships or cooperatives, and small to moderate family businesses over large enterprises.
- Vendor is not a Cottage Food Operator

Vendors offering items for sale shall first register with the Illinois Department of Revenue for the current year or display prominently the number of such registration. When temporary (daily) space is assigned, suitable evidence of application for such registration may be presented to the market master.

### **Cooperative Vendors**

If a vendor wishes to sell products from a neighboring farm, the applicant must apply as a Cooperative. Cooperative vendors are defined in the traditional sense of an agricultural co-op where each producer must be actively involved in growing or producing what they are selling.

- Cooperative vendors must submit an application for each member. All members are subject to the same rules and regulations as independent growers.
- Cooperative vendors must submit insurance requirements for each member. All members are subject to the same requirements as independent growers.
- The Cooperative must supply general signage identifying the farm name and location of each member.
- The Cooperative must be a farmer-to-farmer relationship; no auction or produce house product qualifies. Growers must be within their own immediate areas.
- Supplementing is not allowed; only unique products from each member can be sold.

### **Dates and Hours of Operation**

The Olde Schaumburg Centre Farmers Market will operate every Friday from mid-June through mid-October rain or shine. The market season may be extended through the end of October and will be determined at the discretion of the Village. Hours of operation will be from 7:00 am to 1:00 pm.

### **Attendance**

All vendors participating in the Market on a full season basis shall attend weekly. Full season vendors will be charged for a full season regardless of dates dropped.

### **Cancellation**

- If a vendor is unable to attend during a scheduled market day, the Market Master shall be notified 48 hours in advance of the day of absence.
- Three absences shall result in the revocation of the vendor's Market booth space and no portion of the Market fee will be refunded.
- If a market date falls on the Fourth of July, it will take place on that date and will not be switched to an alternate date. Cancellations due to holidays or holiday weekends are not permitted.

### **Displaying and Selling Goods**

Goods may be sold directly from trucks. Producers must furnish their own tables, chairs, or other display arrangements. In case of rain, producers must furnish their own protection as the Market is



in a location where no shelter is provided. Producers shall make only one delivery of goods to be sold per market day.

All product promotion must take place within the vendor's booth space. No vendor shall attract attention to his goods by hawking or crying out, or scorning other's goods.

It is recommended that vendors sell their product in such a manner so as not to need to be weighed (3 for \$1.00, by the bunch). Every seller is required to keep a true set of scales for proper weighing of all commodities if sold by weight. All scales must be in full view of the consumer and in accordance with the established standards for weight in the State of Illinois.

**Noise, Fumes, Obstruction of Sales**

Radios may not be played during the market sales hours. The running of any gasoline or diesel motors or engines, including vehicles, is not permitted. Silent generators may be used if they do not impact the ability of another vendor to conduct sales.

Any violation of this section that results in verifiable consumer complaints, obstruction of any nearby vendor to conduct sales, or an adverse effect to the welfare of the market, will result in immediate dismissal of the vendor for the day. Repeated violations will result in expulsion from the market.

**Prohibited Items**

The sale of hobby ware, art objects, and all types of crafts, clothing, and live animals is prohibited. The market master may interpret the rules and disapprove products of a craft-like nature. The sale of any goods not grown or produced by the vendor, or the reselling of goods is prohibited.

**Booth Fees**

- Full Season: A permanent booth space at the Market for the entire season. Full season booth fee for the season is \$250. Season permits are not transferable and no refunds will be given.
- Daily Basis: Daily booth fee for the season is \$45. Space rented for the day is on a first come, first served basis until the Market is filled. Fees will be collected by the Market Master at the market site on the day of attendance.
- Partial Season: Space requested for 14 weeks or less of the regular season weeks will be charged the daily booth fee. Space requested for more than 14 weeks of the season will be charged the full season rate.

All fees must be paid in full by August 1<sup>st</sup> of the current market season in order to remain in good standing. Failure to do so may cause potential loss of market placement and selling privileges for the following season.

One stall per week may be designated and the fee waived for use of said stall by not-for-profit special interest groups or temporary food service. The use of the designated stall by any one not-for-profit special interest group or temporary food service may be permitted more than one time during any one market season when specifically approved by the village manager or authorized designee.



One stall per week may be designated for use by the Village of Schaumburg for the sale of village related articles and distribution of village publications. Other related activities, special programs, and events may be conducted on the premises with the approval of the village manager or authorized designee.

**Description of Selling Space**

- Selling space size is approximately 18' x 18' which is equivalent to the size of two (2) parking stalls.
- Vehicles, merchandise, tents or canopies, tables, and chairs must be kept within the designated stall space.
- All promotions and sales must be done within the assigned stall space and may not encroach on the mandated fire lane or pedestrian flow area.
- Assigned stall spaces are non-transferable and cannot be subletted or shared.
- Vendors must furnish their own tables, chairs, displays, and weather protection.
- A 40 pound minimum weight (unless the tent manufacturer's specifications state otherwise) shall be secured to each tent leg. The use of bricks, concrete blocks and one gallon water jugs is not allowed. Tents shall not be tethered to other fixed objects.
- All products must have proper signage including: price per unit, product name, and variety.
- All prices must be clearly marked or posted. Bargaining with the consumer is not allowed.
- All vendors must display a sign clearly identifying the name of their establishment, city, town, or county and state where their production occurs.

**Set Up, Safety, and Sanitation**

The market should be clean, safe, tidy, and aesthetically pleasing. Causing or maintaining an unsafe or unsanitary condition at the market will not be tolerated.

- All stall areas, including the back of the stall, shall be kept clean of excessive produce trimmings, garbage, and excessive piles of boxes.
- All boxes, crates, or bags of produce and other food products offered for sale must be kept at least 6" off the ground surface.
- Boxes, product displays, and signage may not extend into customer traffic aisles. All tables, boxes, displays, and signage must run "border to border" within the booth.
- Vendors shall not bring any pets or animals to the Market.

**Arrival, Departure, and Selling Time**

- All food shall be transported and displayed with adequate protection against contamination. Delivery trucks and other equipment used for transportation and display shall be kept clean at all times.
- Vendors may begin set up at 5:00 am and must be set up and ready to sell by 6:45 am.
- Vendors may leave only after the market has closed, when a safe exit can be made, or with approval from the Market Master.
- Vendors may not conduct sales ½ hour after the market has closed.

**Electrical Requirements**

Vendors that utilize electricity from the existing light poles provided by the village shall provide equipment to prevent voltage drop and loss of power in compliance with the National Electrical Code:



- 12/3 Ground Fault Circuit Interrupter Extension Cord (2 feet in length minimum)
- 12/3 Heavy-Duty Indoor/Outdoor Extension Cord (25 feet in length minimum)
- 12/3 Heavy-Duty Contractor-Grade Indoor/Outdoor Extension Cord (50 feet in length maximum)

Failure to comply with the requirements of the National Electrical Code will result in immediate dismissal of the vendor for the day. Two violations will result in expulsion from the market.

### **Fire Department Requirements**

All vendors that are cooking food on-site are required to provide the following:

- Fire extinguisher with a 4A:60BC rating
- All operations utilizing a deep fryer shall provide a Class K fire extinguisher
- Open flame cooking equipment shall not be located under a canopy
- Propane tanks shall be located outside of a canopy

Failure to comply with the requirements of the Fire Code will result in immediate dismissal of the vendor for the day. Two violations will result in expulsion from the market.

### **Product Legitimacy**

All products sold as “organic” must be prominently labeled as “Certified Organic” with the certifying agency name. The use of the word organic is prohibited unless the product is certified.

All foods must be fresh, of superior quality, and must be locally produced and in season.

The following procedure will be used if a vendor’s product is questioned regarding its origin.

- Documentation of a product’s legitimacy must be submitted upon request.
- The person challenging a vendor’s product legitimacy should first discuss his complaint with the Market Master.
- Should the matter not be resolved in this manner, he should then fill out a form received from the market Master advising the name of the vendor and the product he feels may not have been produced by that vendor. The complainant must sign his name to this form.
- The challenged vendor is told by the Market Master of the complaint and informed that if the questioned goods are not produced by him, he should cease to bring such items to the Market.
- If the vendor in question continues to bring this challenged product and a second complaint is entered against him for the identical product, the vendor is notified that an inspection will be conducted of the specific location listed on the Farmers Market application where such items are reportedly produced.
- If it is found that the vendor does not produce the challenged item, the Market Master would notify the vendor in question that he would be unable to continue to sell at the Olde Schaumburg Centre Farmers Market and no portion of the market fee would be refunded.

### **Enforcement of Rules and Regulations**

Occupants of spaces at the market must at all times conform to the Rules and Regulations. The market master has full authority to enforce all rules; any occupants failing to comply will have their



spaces declared vacant at the discretion of the market master and no portion of the market fee will be refunded. The Policy Statement and Rules and Regulations supplement Village Code provisions.

### **Insurance Requirements and Hold Harmless Agreement**

All applicants must provide certificates of insurance for the following types and limits of insurance. Each insurance company shall be acceptable to the Village. All insurance noted below shall not be cancelled, reduced, or materially changed without providing the Village thirty (30) days advance notice.

Comprehensive General Liability naming the Village of Schaumburg, IL, 101 Schaumburg Court, Schaumburg, IL 60193 as an additional insured for the Olde Schaumburg Centre Farmers Market. Proof of written endorsement must be submitted with the certificate. The contract holder is responsible for providing the village with an updated certificate prior to expiration date throughout the farmers market season. It must have a minimum coverage of \$1 million per occurrence and aggregate, and include:

- Broad Form Coverage
- Products/Completed Operations
- Personal Injury
- Advertising Injury Coverage

Automobile Liability in an amount not less than \$250,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.

Worker's Compensation is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.

### **Health Requirements**

All prepared or hermetically sealed food shall be processed in an approved licensed food establishment. Food shall be obtained from sources that comply with all laws relating to food and food labeling.

### **Non Potentially Hazardous Foods**

Vendors who cut or prepare non-potentially hazardous food at the Olde Schaumburg Centre Farmers Market must provide and utilize a hand washing station and sanitize the food contact surfaces.

### **Potentially Hazardous Foods**

Sale of any type of meat, fish, or poultry, fresh eggs, refrigerated dairy products, and cheese, shall be prohibited, unless otherwise approved by the village manager or authorized designee. If the sale of a potentially hazardous food is approved by the village, it is the responsibility of the vendor to abide by the minimum requirements of the Village of Schaumburg Rules and Regulations for the Operation of a Temporary Food Service (Illinois Food Service Sanitation Code requirements). If



the vendor is deemed to be in violation of health codes pertaining to such products, the vendor will be immediately removed from the market for that day and the proper regulatory agency will be notified.

Apiary products, maple sugars and syrups or any processed food must be properly labeled in accordance with State standards for labeling.

The following items have some restrictions:

- Apple Cider must be provided with a warning label if it is not pasteurized.
- Honey must be inspected by IDPH or FDA.
- Eggs must be licensed by IDA and maintained at or below 41° F.
- Melons must be washed, cut with a cleaned and sanitized knife, individually wrapped and stored at or below 41° F. Cut melons must be discarded after 4 hours.

### **Product Temperature**

The vendor is responsible for monitoring and maintaining proper temperatures in accordance with health codes. Vendors who sell products that must be kept refrigerated or frozen must have an accurate thermometer on site.

- Meats and poultry: must be held at 0° F or lower
- Eggs: must be held at or below 41 ° F
- Dairy and cheese: must be held at or below 41 ° F

### **Samples:**

All samples must meet the following criteria:

- Samples must be kept in clean, covered containers approved by the village.
- Toothpicks or disposable utensils must be used to distribute samples.
- Clean, disposable plastic gloves must be used when cutting any samples
- Cutting surfaces must be smooth, non-absorbent and easy to clean.
- Vendor must have control over samples at all times.
- A waste container must be supplied in a prominent place in the vendor's booth space or adjacent to the sampling area.

Failure to abide by these sampling requirements may result in the loss of sampling privileges.