



A DIVISION OF THE SOUTHLINGTON COMMUNITY YMCA

# **YMCA FARMERS MARKET MEMBERSHIP AGREEMENT**

# **2026**

Preamble

The Southington Farmers Market is a division of the Southington Community YMCA. The Market Manager directly manages the Southington Farmers Market assisted by the Market Master. The Southington Farmer's Market is a CT Grown Certified Market and abides by the rules and regulations laid out by the CT Department of Agriculture. It is held on the Southington Town Green: 75 N. Main Street, Southington, CT. 06489

## Membership

### **1. Qualifications.**

- a. Any CT producer or qualifying local farmer with CT-grown produce shall be eligible for membership by agreeing to abide by the Bylaws and established rules of operation, submitting a completed application including Acknowledgement of the Membership Agreement, and providing proof of general and product liability insurance.
- b. A CT producer is one who makes, produces, or grows goods such as plants, flowers, eggs, honey, cider, crafts, jams, jellies, or baked goods, without buying these items from another vendor. Processed foods must conform to state and local regulations. Crafters/Artisans must create their own product.
- c. A qualifying local farmer is one who grows produce on their own land or on land they lease in Connecticut. A farmer may be one farm or a family corporation. A qualifying local farmer must demonstrate that they are actually tilling, planting (if an annual crop) cultivating and harvesting the crops with their own machinery and labor. Copies of leases may be required along with an affidavit that land, orchard or greenhouse is not being actively farmed by lessor.
- d. Participation shall be determined by the Market Manager of The Southington Farmers Market, with consideration to the good of the market, in the exercise of their sole and absolute discretion.

**2. Term.** The term of membership shall be seasonal, commencing Friday, June 26 until September 25, 2026. Markets are held every Friday from 3-6pm.

### **3. Admission and Expulsion.**

- a. Members shall be required to acknowledge and accept the YMCA Farmers Market Membership Agreement by completing and signing the Market Application in full *before* they may participate.
- b. New memberships may be accepted on a rolling basis.
- c. Acceptance will be recognized when the Market Manager accepts the signed Membership Agreement and dues payment. A letter of status will be sent to the applicant via email. All members in good standing may participate at market sites, subject to the discretion of The Southington Farmers Market Manager.
- d. The market master will assign each vendor a location and size of the area the vendor will sell in throughout the market season. Vendors will receive a weekly email with their assigned spaces for that week. Vendors are responsible for

checking their email, familiarizing themselves with the map, and addressing any questions prior to that Friday of said week.

- e. The Southington YMCA and its Market Manager reserves the right to admit, reject or expel, with or without cause, members in the exercise of its sole discretion.
- f. The Southington YMCA and its Market Manager may take disciplinary action against any member if the member fails to meet their obligations under the signed agreement, any other agreement entered into between the members and The Southington Farmers Market, or any directive of the Market Manager, or the Market Master of the Southington Farmers Market. Members are obligated to abide by the Market Rules below. Failure to abide by Market Rules may result in a fine as set out in Schedule A and/or disciplinary action under Section 2 of this Article. The Market Manager may discipline the member by means of any combination of the following:
  - i. temporarily suspending some or all of its rights under these Bylaws or under any agreement entered into between the member and The Southington Farmers Market;
  - ii. demanding the refund of any monies appropriated to the member by The Southington Farmers Market Association, which shall be due and payable immediately upon demand;
  - iii. suspending the right to participate in future markets; or
  - iv. Expelling the member from The Southington Farmers Market.

#### **4. Farm Inspections.**

- a. The Market Manager or Market Master may visit any farm as often as needed throughout the season to ensure member compliance with the Membership Agreement and any other contract entered into by the member with The Southington Farmers Market and Southington YMCA. However, members shall be given at least two (2) days advance notice. Visits shall only be made while a farm representative is present, unless otherwise permitted by the member.
- b. Whether a farming practice is consistent with the Membership Agreement shall be determined by the Market Master in the exercise of their sole and absolute discretion; provided, however, that the Market Masters decision may be reviewed by a meeting of the Market Manager and the Southington Community YMCA duly noticed and called for such purpose.
- c. The decision of the Market Master shall be final, unless subsequently reviewed and modified by the Market Manager at a meeting with the Southington YMCA.
- d. Farm inspections in response to a filed grievance shall be further governed by the Grievances procedure below.

## **Market Rules and Expectations**

## **Set-up.**

- 1. Each participating member at the market who wishes to sell their products will be responsible for setting up, displaying, and packaging their products.** If tents, umbrellas, or canopies are being used, vendors must provide their own and are responsible for weighing down canopies and/or EZ-up style tents. The Green space has a mixture of shade from trees, open sunny spaces, and spaces that may be on uneven ground.
- 2. Prior to commencing sales, each must have a legible sign identifying the name and location of the vendor's farm, and post market prices for their items.** Any certified CT-Grown farmer must have their signage for CT-Grown displayed prominently. All product description signs must be accurate and truthful. Each vendor should have clear identification of price per unit for each commodity and clearly marked or posted. Only vendors with organic certification are allowed to advertise a product as organic and display the USDA Certified Organic logo. Farmers should be sure their signage complies with the Connecticut Department of Agriculture's CT Grown Program guidelines. These guidelines can be found by [clicking here](#).
- 3. Vendors may not set up any earlier than 1:30pm, and are encouraged to be finished, including all signage, by 2:45pm. Vendors may not commence sales prior to 3pm.** Customers may arrive earlier than 3 pm to the market, and vendors can use this opportunity to talk about their products or offer samples of products.
- 4. Parking on Apple Alley, the street between the Green and the Municipal Parking lot, is prohibited for vendors unless special permissions are given (i.e. Handicap drivers or food trucks vending on Apple Alley).** Vendors may use Apple Alley to drop off their supplies to the Green, but must move their vehicles immediately afterwards to the Municipal lot. Southington Farmers Market can have a customer perception of being a 'high traffic/difficult to park' event. This perception is supported when close parking is not available to customers, discouraging them from shopping. When parking in the Municipal lot, please keep this in mind and try to park to the back side of the lot.
- 5. All vendors act as a representative of their own services and as a representative of the Southington Farmers Market.** Vendors are expected to act in a professional manner at all times. Unprofessional behavior, such as profanity, shouting, or general disruption of the market will not be tolerated. Smoking or any kind and/or the consumption of illegal drugs or alcohol are not allowed on the Southington Town Green.
- 6. Clean-up.** Vendors shall stop selling at 6pm, and thoroughly clean up at the end of the market, including trash left behind by customers around the Green. Trash bags should not be left anywhere but in the proper receptacle on the Green.
- 7. Market Managers.** The Market Manager shall announce the commencement of the market, and shall be responsible for mediating any disputes that may arise, and for handing out market laws, rules, and by-laws to vendors. The Market Manager shall report to the Market Master, any violations by vendors of the Market Rules, and any disputes that may arise. In the absence of the Market Master, the Assistant Market Master shall assume the Market Master's responsibilities.

8. **Prices and Sales.** Prices will be negotiated between vendors and buyers. The Southington Farmers Market is not responsible for any sales arrangements or warranties concerning any produce bought or sold at markets. However, any complaints against a vendor may be investigated pursuant to the Grievances procedures below.

**Products must be Seller-Produced.**

1. **Southington Farmer's Market is a CT-Grown market and all products sold in the market field must be made within the boundaries of the State of Connecticut by the vendor selling the products.** Purchasing products for reselling is not allowed. All booth staff, whether owner or employee, shall be held strictly responsible for adhering to this policy. All fruits, vegetables and other farm products sold must be Connecticut-grown. Further, Sellers labeling produce "organic" must be certified by the USDA.
2. Plants, flowers, eggs, honey, cider, crafts and processed goods such as jams, jellies or baked goods may also be offered for sale but must be produced with or made with Ct Grown Products, provided all local and state regulations and licensing requirements are met.
3. All meat, cheese and dairy products sold at the market should meet state and federal inspection requirements.  
Meat: All products must come from the vendor's herd in CT and be processed in a licensed processing facility.

Information regarding licensing:

Milk Manufacturing: [Department of Agriculture Milk Producer Permit Application](#)

Cheese Manufacturing: [Department of Agriculture Cheese Permit Application](#)

- Produce may be sold by the pound, by the bunch, by the piece, or by containers.

**Other obligations of Vendors.**

4. All vendors must be neatly dressed at all times "i.e. shoes and shirts", courteous, and honest to customers.
5. Vendors are individually responsible for city and state sales tax on "non-food items" and for conforming to local, state, and federal laws.
6. **All vendors selling or sampling edible products, i.e. food, drink related items, including herbs, must complete a Farmers Market License Application from the South Central Health District (SCHD), return and file directly to the South Central Health District, and abide to all state and local safe food handling practices.** SCHD administers the health and safety regulations for farmers' markets in our district and conducts regular inspections at the Southington Farmers Market. At least three weeks' notice is required to process health department applications. Regulations and forms are available online at <https://schr-d-ct.org/forms>. SCHD's phone number is 860-276-6275.
7. **Emergency inventory.** Notwithstanding Section 5 above, if a Market Master determines there is an insufficient quantity of any item in a particular market,

vendors may purchase product to sell at that market provided that the product must still be Connecticut-grown, and proof of where grown must be on signage at the time of sale to the consumer. Emergency inventory cannot be sold unless Market Master has provided their approval in writing prior to the start of the market.

- 8. **Solicitors are not allowed.** No solicitors or collection drives will be allowed in the selling area without prior approval from the Market Manager.

## **Grievances**

- 1. **Generally,** a grievance must be submitted to the Market Manager of the Southington Farmers Market Committee in writing, stating the specific concern, the date, and the signature(s) of the person(s) filing the complaint. The Committee shall use reasonable efforts to confer within ten (10) days of receiving the written grievance, in person or by alternative forms of communication. The Southington YMCA may designate on its behalf one or more individuals to investigate and make recommendations to it.
- 2. **Farm Inspections.** The Market Manager or Market Master may visit a farm of a member in response to complaints against the member. Notification of a visit shall be made two (2) days prior to the visit, and there shall be at least two (2) Committee Members on such visits. The Market Manager and Market Master shall meet within seven (7) days of the visit to determine the course of corrective action, if any.
- 3. **Findings and Notice.** If a determination is made that the member has violated the Membership Agreement or any other agreement entered into by the member and the Southington Farmer’s Market, then the Market Manager of the Southington Farmers Market shall issue to the member a first offense warning in writing. The member may be subject to a fine under Schedule A for violation of Section 5 of the Market Rules if it is found that the member is selling products other than member-produced products, is engaged in other activity detrimental to, or is not acting in good faith to The Southington Farmers Market. A second offense may result in disciplinary action, such as expulsion, in addition to a fine under Schedule A.

## **Schedule A: Fees and Fines**

- 1. Seasonal Market Site Fee for “Weekly Attendance” . . . . . \$150.00

- 2. Seasonal Market Site Fee for "Bi-Weekly Attendance" . . . . . \$85.00
- 3. Guest Market Site Fee (1 time per month or 4 visits) . . . . . \$50.00
- 4. Bounced check . . . . . \$35.00
- 5. Violations of Market Rules . . . . . min: \$100.00/max: \$500.00

Once your YMCA Farmers Market Application has been accepted, your check can be made out to the Southington Community YMCA and mailed to 29 High St. Southington, CT 06489

## **Evidence of Insurance**

### **All applications must include the following:**

- **Certificate of Liability Insurance:** All vendors must hold an insurance policy with a minimum product liability coverage of \$1,000,000/\$2,000,000, and furnish a certificate of insurance certificate naming the **Southington Farmers Market/Southington Community YMCA** (addresses are below) as additional insured entities on the policy covering the Southington Farmers Market. This certificate must show coverage for participation dates, June 26th - September 25th. Insurance must be submitted prior to your participation. If your policy expires, the market managers will follow up for an updated one.

This should look like:

Southington Farmer’s Market/Southington Community YMCA  
29 High Street  
Southington, CT 06489

- Completed Crop Plan (If applicable)
- Lease Agreements (If the land is lease

## **YMCA Marketing & Social Media**

The Southington Farmers Market will coordinate with local media and community organizations to promote the market – local newspaper, Town Green Community Board, church bulletins, and/or signage placed on the Town Green. Additionally, regular posts

will be created for Facebook, Instagram and other social platforms. Please search The Southington Farmer's Market to find us.

In order to continue promoting the market, we encourage each vendor to share the Facebook and Instagram posts on their own pages. Additionally, vendors can promote the market on their pages using hashtags: #YMCAFarmersMarket #Southington #SouthingtonFarmersMarket #farmersmarketsct #supportlocalfarmers #farmersmarket #farmersmarketfinds #supportlocal #buylocal #shoplocal #eatlocal #SCCYMCA

The Market recognizes and encourages the use of social media to create a vibrant business marketplace and sense of community. It acknowledges that all vendors, volunteers and staff have the right under the First Amendment, under certain circumstances, to speak out on matters of public concern. However, the Market will consider it a violation of this vendor agreement when such use interferes with the good will of the work of the Market, its vendors or the Southington YMCA; is used to harass fellow vendors, Market volunteers, Market staff, or other members of the broader community; creates a hostile Market atmosphere; harms the goodwill and reputation of the Market or the Southington YMCA; violates the law and/or Market rules.