Binford Farmers Market
2026 Market Rules and Regulations

Each Saturday, May 2 through September 26, 2026
Market Hours are 8 a.m. to 12 p.m.
(317) 300-4584 | market@binford71.org

1. **The Binford Farmers Market (BFM)** is a Binford Redevelopment and Growth, Inc. (BRAG) initiative. The Market Manager and BRAG's Market committee manage the Binford Farmers Market. The 2025 BFM will be held weekly on Saturday mornings from 8:00 a.m. to 12:00 p.m. at 65th and Binford, Indianapolis, IN. The following are guidelines for vendors who wish to participate in the Binford Farmers Market. Your application will be submitted online. BRAG reserves the right to make exceptions to these guidelines at its discretion on a case-by-case basis. Application: https://binford71.org/vendor-apply/

2. **ELIGIBILITY OF VENDORS** Any person who regularly and directly works in all stages of the cultivation, production, and harvesting of quality Indiana-grown produce or other eligible prepared goods. Before participating in the BFM, all vendors must provide BRAG with copies of all State and local permits and licenses required to operate their vending business. This includes a copy of the insurance certificate described below and other signed agreements, consents, waivers, releases, and acknowledgments as BRAG requires.

   Vendors are generally not granted exclusive rights to sell specific products, as a diverse selection benefits customers. However, if market management finds that the number of vendors offering the same or similar products is excessive, new applications for those items may be denied.

   BRAG reserves the right to deny any vendor application or revoke vendor privileges of any person for failure to provide all required paperwork or to comply with all applicable laws and Binford Farmers Market policies, or due to undesirable or suspect produce or other goods offered for sale, space considerations, or any other reason or cause determined by BRAG at its discretion.

   Every vendor must submit a Certificate of Insurance that includes the appropriate Additional Insured wording, as specified on page 7 of this agreement. Share the insurance requirements outlined on page 7 with your insurance agent. All applicants must thoroughly review the Vendor Selection Criteria and the BFM Rules and Regulations before completing the application.

3. **GOODS PERMITTED FOR SALE**

Approved vendors must offer only high-quality produce and goods at the Binford Farmers Market and comply with all applicable laws and BFM policies. Vendors are required to provide the name and contact information for the farm or source of their products. This information will be kept confidential and used only for market compliance and oversight by relevant agencies or organizations.

Products sold at BFM may not be purchased from wholesale or auction suppliers unless prior written approval is granted by BRAG. Any vendor found purchasing and reselling goods without approval will be removed from the market for the remainder of the season with no refund.

- **Meat Products** As approved in advance by BRAG, all meat products must come from animals raised in Indiana. Animals may be butchered or processed off-farm. Processing must comply with Federal, State, and local laws and regulations, and the farmer/producer must supply documentation of such compliance with the vendor's application.

- **Milk, Dairy, Cheese, Eggs** Except as approved by BRAG, milk must be from the Indiana farmer/producer's herd; cheese and other dairy products must be made in Indiana. Production must comply with state dairy ordinances and licensing, and the farmer must supply the documentation of such compliance with the application. A current egg vendor license issued by the State Egg Board must be exhibited, and a copy of the vendor's license should be sent to the email address above.

- **Plants and Produce** All rooted plants and produce sold at BFM must be grown by the vendor. Resale is not permitted unless it has been pre-approved under the market's resale regulations and a separate agreement is on file. Any vendor found selling items they did not grow without prior approval will be removed from the market for the remainder of the season with no refund.

- **Value-Added Foods** All foods must be prepared by the vendor in a licensed facility or be registered with the health department as a Home-Based Vendor (HBV) item, complete with proper labeling. A copy of the commercial kitchen certificate or other required licensure must be available weekly for inspections by the Marion County Public Health Department. For complete details, visit: https://bit.ly/4hcAQK5. If you have questions, contact Kelli Whiting at the Marion County Health Department at 317-221-2256 or kwhiting@marionhealth.org

- **SNAP-Eligible Products** The Binford Farmers Market is SNAP-eligible market. Vendors who sell SNAP-eligible products must only accept SNAP tokens for SNAP-eligible products, referencing the guidelines provided at the SNAP website https://www.in.gov/fssa/dfr/snap-food-assistance/smart-snap/smart-snap-retailers. Vendors should direct all SNAP related questions to the market manager.

4. **Multi-LEVEL Marketing Programs & Chain Businesses**

The Binford Farmers Market does not allow vendors associated with multi-level marketing programs or chain businesses.

5. **HEALTH AND SAFETY REQUIREMENTS** A license is required before selling food items at the farmers market. Licensing information and regulations for farmers markets can be found on the Marion county health department website: **bit.ly/4hcaqk5** The Marion county health department conducts regular inspections of farmers markets to ensure compliance with regulations. Vendors are responsible for staying informed about all applicable Marion County and Indiana State rules and ordinances related to their products.

   Vendors are solely responsible for ensuring that all goods offered for sale are safe, edible, and compliant with all applicable regulations. Items intended for human consumption must always be kept off the ground and stored or displayed in safe and sanitary conditions. Vendors assume full responsibility for any damage resulting from the sale of unsafe or unsound goods. The sale of potentially hazardous, spoiled, or contaminated foods is prohibited. For questions , contact the Marion County Health Department at 317-221-2256. You may also reach out to Kelli Whiting at kwhiting@marionhealth.org.

6. **NO SMOKING or VAPING** is allowed on the Binford Farmers Market grounds and Northview campus.

7. **SNAP, FreshBucks, and WIC Participation** The Binford Farmers Market is a SNAP retailer. Vendors are encouraged but not required to participate in accepting SNAP, FreshBucks, and WIC at their booth when possible. Guidelines and resources for participation in these programs are available from the market manager. SNAP participation for farmers markets is run by Indiana using a wooden token system, whereby wooden tokens are distributed to SNAP participants in the amount of their SNAP transaction at the market host booth. Wooden tokens can be exchanged with vendors with the value of a dollar each. Under no circumstance may a vendor issue cash as change, refund, or any other reason in exchange for SNAP tokens. Participant vendors are encouraged to price products in whole dollar increments for this reason. SNAP token reimbursement will be issued in-person at the end of each month.

8. **FIRE EXTINGUISHERS** Food vendors using gas, electricity, or other fuel sources for cooking are required to have a portable Class B fire extinguisher, rated for flammable liquids, on-site and readily accessible within their booth. Failure to comply will result in a strike, and vendors may be asked to stop sales and leave the market for the day if an extinguisher is absent.

9. **SAMPLING** Vendors must follow the Marion County Health Department or other regulatory offices regarding proper techniques for sampling food products and pay costs for a sampling permit. Full details are found at: https://bit.ly/4hcAQK5. If you have questions, contact Kelli Whiting at the Marion County Health Dept at 317-221-2222 kwhiting@marionhealth.org.

10. **SIGNAGE** Each vendor must clearly display price markers for all items offered for sale. Vendors are also required to post signage showing the farm or business name and the town where they are located. Vendors who participate in the farmers market SNAP and Fresh Bucks programs must display the required signage as outlined in the SNAP/Fresh Bucks/WIC agreement.

    Flags of any kind, including political flags or flag-like signage, may not be displayed at vendor booths. Products that include flag imagery are allowed. For example, a vendor may not fly a sports team flag but may sell tote bags that feature flag imagery.

    Questions about this policy should be directed to market leadership.

11. **REGISTRATION TO SELL** BRAG or the Market Manager can revoke reserved vending space if any regulations are not followed, paperwork has not been submitted, or full payment has yet to be received.

12. **EXPECTATIONS OF VENDOR ATTENDANCE** The market operates from 8 a.m. to 12 p.m. each week from May 2, 2026, to September 26, 2026. The vendor must be parked and stationed at their assigned space by 7:30 a.m. on the market day, and to be prepared to sell promptly at 8 a.m. If a vendor arrives after 7:30, taking the vehicle to the vendor space is a safety hazard, and the vehicle must be unloaded from the vendor parking area. **If a vendor is not in their space by 7:45 a.m. and has yet to inform the Market Manager that they will be late by 7:45 a.m., the vendor could forfeit their spot for that day.**

    Vendor attendance is required at one of the preseason vendor meetings on April 8 or April 11 for both new and returning vendors, and at every date selected on their vendor application. Any dates cancelled after the season begins constitute a cancellation under the attendance policy, and are subject to the discipline or removal of the vendor according to those regulations. Growing season vendors may shift their **start** date by two weeks due to the nature of the growing season contract. This request must be communicated in writing.

13. **SEVERE WEATHER CONDITIONS** In severe weather conditions such as lightning, hail, high winds, and heavy rain, vendors will be advised to take shelter in an enclosed vehicle or inside Northview Church until severe weather has passed. Vendors are responsible for preparing themselves and their products for safe operation in a rain or shine market and for the safety and management of their products and tents in all weather. The market is not liable for vendor products, tents, or equipment damage due to inclement weather. Though the market intends to operate rain or shine, the market manager may close the market for the day if the weather becomes too severe. Notice will be given of market delay or closure first on social media, then in-person by market leadership. No refunds are given due to extreme weather cancellations.

14. **ASSIGNMENT AND LIMITS OF SPACE Each space is approximately 12 ft by 12 ft. Fees on page 1 apply to one 12 ft by 12 ft space. Additional space will require additional booth fees.** Vending spaces may be marked each week as needed for verification. Vendors are limited to **one vehicle** per site if the layout allows room for a vehicle. Please note that vehicles at your booth are not guaranteed.

15. **FULL SEASON VENDORS** The fee for Full Season Vendors is **$360 per space, per season**. Payment is due in full upon application approval and **no later than May 1st**. A **late fee** of $25.00 will apply to any payment received after the deadline. Vendors are not considered fully approved until payment is received. Payment for full-season booth rental will not be accepted at the market.

    Full Season Vendors are expected to attend all market days throughout the season. Vendors may miss **up to three market dates**. Any absences must be communicated to the Market Manager at least **one week in advance, via the date change form or to the market@binford71.org ONLY**. Any absence reported after the beginning of the season will result in a **strike**. After **three strikes**, the vendor may lose their booth space for the remainder of the season, and **no refund will be issued**. No-call/No-show absences will not be tolerated. If a vendor has an emergency that requires last-minute cancellation, they should text the market phone at (317) 300-4584.

16. **GROWING SEASON VENDORS** The fee for Growing Season Vendors is also $360 per space, per season. Vendors must be preapproved to participate. Payment is due in full upon approval and no later than May 1st. A late fee of $25.00 will apply to any payments received after the due date. Vendors are not fully approved until payment is received.

    Produce and flower vendors may qualify as Growing Season Vendors if their products are only available for part of the season. Once approved, these vendors must inform the Market Manager at least one week before their first scheduled day and provide one week's notice before their final market day.

    Growing Season Vendors are allowed to miss a pre-approved number of market days, as determined by market management and communicated upon acceptance. All planned absences must be communicated at least one week in advance via the date change form ONLY. Any absence reported after the beginning of the season will result in a strike. After preapproved strikes, the vendor may forfeit their booth space for the rest of the season, with no refund provided. No-call/No-show absences will not be tolerated. If a vendor has an emergency that requires last-minute cancellation, they should text the market phone at (317) 300-4584.

17. **POP-IN VENDORS** - $25 per week. Vendors intending to participate only occasionally must submit their applications online. www.binfordfarmersmarket.org (Become a Vendor) The cost for a single day is $25 and is payable on the date of attendance. Payment is required by check or online payment. A late fee will be assessed for payments not received by the due date. The full season fee does not apply under any circumstances. Participation on this basis is not guaranteed but is on a first-come, first-serve basis. Vendors must notify the Market Manager 48 hours in advance of any absence, via the date change form or at market@binford71.org ONLY. Please note that the weekly vendor list is posted to social media and email newsletter on Thursday mornings, meaning that cancellations received later in the week (after Thursday 8:00 a.m.) will not incur a fee, and may not be listed accurately on the weekly vendor list graphic.

    No-call/No-show absences will not be tolerated. If a vendor has an emergency that requires last-minute cancellation, they should text the market phone at (317) 300-4584. Pop-in vendors are still responsible for the $25 single day fee in the event of last-minute cancellations.

    Please make checks payable to **Binford Redevelopment & Growth, Inc**.

18. **BOOTH LOCATION** Full-season vendors may request a specific booth location. BFM management will make every reasonable effort to accommodate these requests and to keep Full and Growing Season vendors in their preferred locations throughout the market season.

    During the first few weeks of the market, the Market Manager may adjust the booths' location at a vendor's request or to ensure appropriate product distribution. Vendor booth spaces may be assigned for the full season; however, final location assignments are determined by the Market Manager and may be changed in any given week if necessary.

19. **EQUIPMENT AND SUPPLIES** Each vendor must supply their tent with 20-pound weights per leg, canopies, tables, weather protection, and display equipment. It is acceptable for vendors to set up their booth without a canopy at their discretion. If goods are sold by weight, the vendor must supply a legal produce scale subject to periodic inspection by the County Department of Weights and Measures. Each vendor is solely responsible for any damage or personal injury from equipment or setup. Electricity is generally not available to vendors. Generators may be used at the discretion and advance approval of the Market Manager.

    Please confine products, signage, and vehicle (if permitted) to the designated booth space dimensions, considering the other vendors and public safety. The market manager may ask vendors to adjust to satisfy this requirement.

20. **ABSENCES, FINES, & WITHDRAWAL** The vendor agrees that vendor attendance is essential to the market, necessary to the reasonable value received by the vendors, and critical to the revenue of the BFM and other vendors present. The vendor agrees conclusively that these fees for non-attendance are required and are related to the impact on BFM.

    Absence Notice: In case of an emergency, the vendor should notify the market manager via phone call or text as soon as possible at (317) 300-4584.

    If a vendor must withdraw from the market season, written notice must be made directly to the Market Manager at least one week before the last date of attendance. No refunds will be given.

21. **EXITING THE SITE & TRASH REQUIREMENTS** The market ends at 12 p.m. All tents and selling tables will remain up until that time. Vendors must stay until the market closes, even if all goods are sold. Vendors are strictly prohibited from exiting the market before closing time. Violation of this policy could cause the vendor agreement to terminate. The market trash containers (including church trash containers) cannot accept vendor trash. Vendors should dispose of waste properly via the regular receptacles of their business. Vendors will receive a strike for each instance of disposing of trash in market containers.

22. **DEPARTURE** All vendors must be packed and prepared to depart from the BFM site by 1:30 p.m. All personal items and equipment must be removed at that time. Before leaving, vendors must adequately dispose of ALL litter, debris, and food on the ground from their selling area.

23. **TENT CANOPY WEIGHTS** Vendors must use weights to secure all umbrellas, canopies, and tents. A minimum of 20 pounds of weight must be attached to each tent leg, in accordance with the manufacturer's specifications. Canopy weights are the most effective way to secure tents and canopies in high winds. While the minimum requirement is 20 pounds per leg for all unsecured legs, additional weight is strongly encouraged.

    Vendors who fail to use weights on all tent corners will receive a strike on the second infraction. A third infraction will result in the vendor being asked to leave the market. Any vendor who violates market safety rules or policies may also be asked not to return. The safety of vendors, staff, and customers is a top priority.

24. **MARKET MANAGER** BRAG and the Market Manager shall have sole authority and discretion as to permission to sell goods at BFM. The Binford Farmers Market Management will invite vendors to participate in the BFM. Management is authorized to direct any vendor to leave the BFM site, remove any poor quality or unacceptable goods from sale at the BFM, or instruct a vendor not to return. Please address your concerns to the market manager or a BRAG Market Committee member in-person or in writing.

25. **INDEMNIFICATION** The vendor shall defend, indemnify and hold BRAG, The Binford Farmers Market, Northview Church, and their employees and agents harmless from and against any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the vendor, its officers, agents or employees.

26. **VENDOR BEHAVIOR EXPECTATIONS** BFM is a welcoming, family-friendly, and professional marketplace open to the public. Vendors are expected to conduct themselves professionally in all interactions. Our market values diversity, inclusivity, and embracing individuals. Vendors are required to treat everyone with equal respect and professionalism. Any inappropriate behavior will be addressed by the Market Manager or BRAG leadership.

    The following behaviors, including but not limited to those listed below, will result in immediate dismissal from the market:

    - Sexual solicitation or harassment
    - Verbal or physical threats
    - Any form of physical violence
    - Refusal to serve a customer based on age, race, religion, gender, disability, or sexual orientation

    Vendors dismissed from the market will not receive a refund.

    Vendors must immediately report any dangerous, threatening, or rule-violating behavior to the Market Manager to ensure the market's safety and integrity.

27. **TERMS** The Market and the Vendor acknowledge and agree that this Agreement is the sole and exclusive statement of their understanding concerning the subject matter hereof. It replaces and extinguishes all prior or contemporaneous agreements, negotiations, and communications, whether written or oral. No other terms, express or implied, shall govern their relationship except as specifically provided in this Agreement.

INSURANCE
(Please share with your insurance agent)

All vendors must supply the Binford Farmers Market / BRAG with a certificate of Insurance for 1 million dollars in general liability, including product liability.

Vendors must inform their insurance agent or broker of the following.

The insured's name and company name should be listed on the certificate of insurance.

<u>This language must be noted on the certificate of Insurance.</u>
The organizations, directors, officers, employees, contractors, and representatives of Binford Farmers Market and Northview Church are listed as additional insureds.

The certificate holder should be listed as Binford Farmers Market, 5868 East 71st Street, Suite E-104, Indianapolis, IN 46220.

Each vendor will only be allowed to sell in their space once the BRAG receives appropriate verification of all required Insurance.

Mail the certificate to Binford Farmers Market, 5868 E. 71st Street E-104, Indianapolis, IN 46220, or email it to market@binford71.org.

Summary for your reference – Please KEEP this page

Binford Farmers Market

Attendance at every scheduled market is required. We actively promote the market and its vendors, receiving inquiries from shoppers eager to connect with you. When a vendor is absent, it can discourage shoppers from returning. While attendance may vary at the beginning and end of the season, it's essential to be present for all scheduled markets to serve those who do attend. The 2026 market season runs from May 2 through September 26, with market hours from 8 a.m. to 12 p.m.

- Vendors must be in their reserved spaces by 7:30 a.m. unless otherwise scheduled with the Market Manager.
- Vendors must have canopy weights or tents tied to a vehicle.
- Vendors cannot tear down their tents or put away their sales table until Noon, and **under no circumstances should a vendor drive through the market to exit before Noon.**
- All vendors must be packed and prepared to depart from the BFM site no later than 1:30 p.m.
- No product offered at the BFM shall be purchased from a wholesale or auction supplier except as approved in advance by BRAG.
- Please bring your trash bags and take your trash to your trash containers at your home or business.
- BRAG and the Market Manager shall have sole authority and discretion as to permission to sell goods at the BFM.

Binford Farmers Market
Contact Information

Market Manager – Kendall Hantelman
Email - market@binford71.org
Phone - (317) 300-4584 (text or voice) if calling please leave a voice mail message.
Mailing Address – 5868 East 71st Street, Suite E-104, Indianapolis, IN 46220