

Rose Hill Farm Stop Vendor Policies

Introduction and Mission

Introduction

Opening in 2021, the new Rose Hill Farm Stop will be a consignment based outlet that exclusively sells local food, grown and raised by area farmers or prepared by food artisans. The store is owned by the Bloomington Farm Stop Collective, a non-profit agricultural co-op, and inspired by the successful Argus Farm Stop in Ann Arbor, Michigan. This project represents an important step toward building a stronger local food system in the Bloomington community. We seek to increase the amount of food that consumers buy from local farms and empower farmers with greater ownership of the food distribution system. To manifest this vision, we need many small farms and food artisans in our community to participate as vendors in this new endeavor. Please take a moment to read this document and learn more about how the store will work and how to become a vendor.

Mission

Our mission is to support small local farms by providing a vibrant and welcoming retail and aggregation space, owned by a cooperative of Indiana growers that connects the Bloomington community with transparently sourced, healthful food.

Application and Selection of Vendors

1. Anyone interested in selling through the Rose Hill Farm Stop should first read these Vendor Policies to make sure this model is a good fit for their business.
2. The second step is to submit a Vendor Application. The Bloomington Farm Stop Collective, Inc. Board of Directors will review applications according to the criteria described below, including types of eligible vendors, goods permitted for sale, as well as vendor and product priorities. All applicants will be notified if they are selected as new vendors. New vendors may be accepted on a rolling basis throughout the year as needed.
3. In order to begin selling, approved new vendors must provide the following additional documents:
 - Completed Vendor License
 - Farm Vendors will also need to review the Bloomington Farm Stop Collective, Inc. Bylaws, complete the Cooperative Member Agreement and pay annual membership fees
 - Current copies of all relevant permits, licenses, and certifications
 - A certificate of insurance
 - Direct deposit paperwork

Please contact info@rosehillfarmstop.com with any questions about these guidelines or the application process.

Who Can Sell?

Farm Vendors

Any individual or business that engages in the production of agricultural products, including horticultural, viticultural, forestry, dairy, livestock, poultry, bee, and any other farm product may apply to become a vendor. Because the Bloomington Farm Stop Collective, Inc. is a nonprofit agricultural cooperative, actually owned by its member farmers, selected Farm Vendors are required to become members of the Cooperative before they can be licensed as a vendor. Farm Vendors may only sell products they themselves have grown, raised, processed, or foraged.

Non-Farm Food Vendors

As an agricultural cooperative, subject to Indiana law, only agricultural producers are eligible to become members of the Bloomington Farm Stop Collective, Inc. However, we recognize the important role that non-farm food businesses play in the local food system. As such, any individual or business that engages in the production of food products using ingredients they did not grow or raise themselves is welcome to apply to become a vendor. A sampling of products may be requested as part of the application process. If selected and approved to be a vendor, all products sold by Non-Farm Food Vendors must be made by the vendor from scratch. Priority will be given to producers who are using locally grown or raised ingredients and fill a priority and need of the store.

Non-Farm Artisan Vendors

As an agricultural cooperative, subject to Indiana law, only agricultural producers are eligible to become members of the Bloomington Farm Stop Collective, Inc. Given the wide range of artisan made goods in the area the store will also offer a selection of non food products to diversify the offerings in the store and widen our vendor community. Artisan goods must be locally produced, high quality, originally designed/made, and hand crafted by the artisan selling them.

What Can Be Sold?

Goods Permitted for Sale

- **Unprocessed farm products** are farm products that are not processed beyond harvesting, cleaning, drying and packaging.
 - These products include: whole, uncut fruits and vegetables, herbs, microgreens and shoots, nuts, cut flowers, seeds, whole grains, cultured and wild mushrooms.
- **Eggs**
- **Meat and Poultry products**
- **Dairy products**

- **Honey, maple syrup, and sorghum**
- **Plants**
 - Annual Plants and Herb Plants
 - Must be grown by the vendor from seeds, cuttings, plugs or other divisions to a plantable size.
 - Any plant propagation material purchased by vendors to be grown out for sale, other than seeds, must be grown on the vendor's premises for at least six weeks before they can be offered for sale at the store.
 - Nursery Stock
 - Includes house plants and woody and herbaceous perennials
 - Must be grown by the vendor from seeds, cuttings, plugs or other divisions to a plantable size.
 - Any plant propagation material purchased by vendors to be grown out for sale, other than seeds, must be grown on the vendor's premises for at least eight weeks before they can be offered for sale at the store.
- **Value-added foods** are raw farm products that have been processed into another form. Some examples include but are not limited to, jams and jellies, cider, wine, frozen or dried fruits and vegetables, salsas, relishes, ground grains, spices, and fermented foods. Value-added foods must contain a majority of vendor grown, raised, or foraged ingredients. Farm Vendors must submit information about each value-added product they intend to sell, showing which ingredients are from their farm or other farms.
- **Crafted farm products** are non-food, handcrafted products made with primarily vendor grown, raised, or gathered materials. Only nonessential portions of the craft may be derived from purchased materials-- things like binding, shellac, and minimal wreath frames. All crafted farm products must be of original design and handcrafted by the vendor. Crafts must be safe, have a reasonable life expectancy and exhibit quality craftsmanship. Crafts may not be made from commercial kits or contain a commercially made piece central to the design. Acceptable examples include:
 - Beeswax candles, balms, and salves made from beeswax produced by the vendor.
 - Fleece, roving, and yarn made solely from fiber from vendor-raised livestock.
 - Bar soap made from at least 20% by weight, vendor grown or raised ingredients including plant material, milk, honey, etc.
 - Wreaths and similar products.
 - Worm casting "tea" made from castings from worms and other farm products raised by the vendor.
 - Potting soil and soil amendments containing not less than 70% vendor-produced compost and which has ingredients listed by volume on the packaging.
- **Prepared foods** are food products made using ingredients the vendor did not grow or raise themselves. All prepared foods must be made by the vendor from scratch. Priority will be given to vendors who are using local sources for ingredients whenever possible. Selected products will be high quality, unique, and artisan made.
- **Pet foods** must be made by the vendor and with a majority of locally grown or raised ingredients.

- **Crafted artisan products** are non-food, handcrafted products made by local makers. All crafted artisan products must be unique and handmade by the vendor. Crafts must be safe, have a reasonable life expectancy and exhibit quality craftsmanship. Crafts may not be made from commercial kits or contain a commercially made piece central to the design. Examples of this kind of product could be but are not limited to: body and beauty products, home and kitchen supplies, woodworks, artful cards and stationary, jewelry, pottery, handmade clothing and other home/kitchen goods. Note that crafted farm products (e.g., beeswax goods, handmade soap, dried flowers) will be given priority over crafted artisan products that fall into the same type of product.

Vendor and Product Prioritization

The amount of retail space given to a vendor will be at the sole discretion of the Bloomington Farm Stop Collective, Inc. Board of Directors and staff based on their determination of need and priority. The Cooperative will focus on curating a desirable mix of products for customers and give preference to vendors that meet the following priorities, listed in no particular order:

- Geographic locality & proximity
 - Our goal is to sell products that originate as close to the store as possible
- Ecological production practices
 - For example: land regeneration and biodiversity conservation practices, certified organic, naturally grown without synthetic fertilizers, pesticides, or herbicides, IPM practices, non-gmo, pasture based, humane treatment of animals, etc.
- Vendors who are part of underserved or underrepresented communities such as but not limited to BIPOC (Black, Indigenous, People of Color), LGBTQ+, and Women
- Beginning, Limited Resource, and Socially Disadvantaged Farmers
 - Including any vendor who meets the definitions established by the [USDA](#)
 - USDA defines a beginning farmer as someone who has materially and substantially participated in the operation of any farm or ranch for 10 years or less.
 - USDA defines limited-resource farm households as those having low farm sales and low household income for 2 years in a row. In fiscal year 2020, low farm sales meant direct or indirect gross farm sales not more than \$180,300. Low household income means that current-year income falls below the national poverty level for a family of four with two children, or is less than half of the county median household income (which in Monroe county 2015-2019 was \$49,839).
 - USDA defines socially disadvantaged farmers and ranchers (SDFRs) as those belonging to groups that have been subject to racial or ethnic prejudice. SDFRs include farmers who are Black or African American, American Indian or Alaska Native, Hispanic or Latino, Asian or Pacific Islander, and who identify as women.
- Social sustainability
 - For example: living wages for employees, community involvement, fair trade practices, food justice certification, etc.
- Product quality, variety, and consistency

Nondiscrimination

In following the priorities outlined above, the Bloomington Farm Stop Collective, Inc. seeks to foster a more diverse and inclusive local food system. Except in cases meant to provide market access opportunities for beginning, limited resource, and socially disadvantaged farmers, the Bloomington Farm Stop Collective, Inc. Board shall not discriminate on the basis of age, sex, gender identity, race, national origin, religion, sexual orientation, marital status, disability, or other legally protected status in vendor selection or treatment.

Wholesale Products

To provide a comprehensive shopping experience and fill gaps in product availability, the Cooperative reserves the right to wholesale purchase and resell items from non-vendors as needed. Priority will always be given to existing vendors.

What does it cost to be a vendor?

Farm Vendors

All Farm Vendors are required to pay an annual co-op membership fee which is determined by the Board on an annual basis. In 2021, this fee will be \$300.

Additionally, the Cooperative will charge a 25% consignment fee for all products sold, to cover the cost of rent, utilities, maintenance, staff time, marketing, equipment, renovations, and other member benefits.

Farm Vendors will be paid for items purchased on a bi-weekly basis, minus the 25% consignment fee. Each weekly sales period will run from Sunday-Saturday. Please note that new vendors should expect to wait 4-6 weeks before your first check is received, as your information is incorporated into the accounting system.

Direct deposit enrollment is strongly encouraged.

Non-Farm Food and Artisan Vendors

The Cooperative will charge a 30% consignment fee for all products sold, to cover the cost of rent, utilities, maintenance, staff time, marketing, equipment, renovations, and other store needs.

Non-Farm Vendors will be paid for items purchased on a bi-weekly basis, minus the 30% consignment fee. Each weekly sales period will run from Sunday-Saturday. Please note that new vendors should expect to wait 4-6 weeks before your first check is received, as your information is incorporated into the accounting system.

Direct deposit enrollment is strongly encouraged.

Sponsorship & Work Trade Opportunities

There are a limited number of sponsorship and work trade opportunities available to Farm Vendors who identify as beginning, limited resource or socially disadvantaged according to the USDA definitions. Please complete the relevant portion of the Member Agreement to apply for one of these opportunities.

Requirements

Food Safety Regulations

The Monroe County Health Department has designated the Rose Hill Farm Stop as a licensed retail food establishment.

It is the vendor's obligation to comply with all relevant local, state and federal laws relating to their products and the Cooperative shall not be responsible therefore. Vendors are expected to research, understand, and adhere to all licensing, production, labeling, distribution, sampling, and sale requirements for products they plan to sell in the store.

Below are lists of common resources and requirements. Note that this information may not be exhaustive or complete. Vendors should confirm requirements with the Monroe County Health Department or other applicable local or state regulator and provide all related documentation to the Cooperative.

Important Resources:

- Monroe County Health Department
 - Monroe County Weights & Measures
 - Indiana State Department of Health
 - Indiana Board of Animal Health
 - Indiana State Egg Board
 - Department of Natural Resources, Entomology Division
 - Office of the Indiana State Chemist
-
- **Produce** vendors must complete a Produce Safety Alliance Training with Purdue Extension and register with the Indiana State Department of Health within 6 months of becoming a member of the Cooperative. In 2021, the City of Bloomington will be sponsoring several opportunities to complete this training for free.
 - **Wild Mushrooms** must be inspected by a state qualified inspector chosen by the Bloomington Farm Stop Collective, Inc. Board of Directors. Only the following wild-collected mushrooms are eligible for sale: Black Morel, Yellow, Grey, or Sponge Morel, Oyster, Smooth Chanterelle, Common Chanterelle, Peach Chanterelle, Chicken of the Woods, Hen of the Woods, Hedgehog, and Lion's Mane.
 - **Egg** vendors must hold a current license from the State Egg Board. All egg cartons must be labelled with the packing date, expiration date, and farm identification information.
 - **Meat and Poultry** vendors must follow all inspection, labelling, and transport regulations as required by the Indiana State Board of Animal Health. All meat must be processed in a state or federally inspected facility.
 - Meat vendors do NOT need to obtain a seasonal permit from the Monroe County Health Department
 - **Dairy** vendors must hold a current permit from the Indiana State Board of Animal Health Dairy Division. Dairy products including cheese, butter, and yogurt must also be made in a facility licensed and inspected by the Indiana State Board of Animal Health.
 - **Perennial plant** vendors should contact the Department of Natural Resources, Entomology Division to determine licensing and inspection needs.

- **Value-added products** may have different requirements based on their ingredients.
 - Value-added products will need to be prepared in a licensed kitchen or processing facility. A copy of the commercial kitchen certification and other required licensure must be submitted before Farm Vendors can begin selling value-added products.
 - Unfortunately, the Monroe County Health Department has determined that we cannot sell “home based vendor” goods prepared under Indiana law HEA 1309.
- **Prepared food products** must be prepared in a licensed kitchen or processing facility. A copy of the commercial kitchen certification and other required licensure must be submitted before Non-Farm Vendors can begin selling prepared food products.
- **Pet food** vendors must hold a Commercial Feed License from the Office of the Indiana State Chemist. All products must be clearly labeled as intended for pet consumption, not for humans.

Insurance

Before selling at the new store, vendors who sell products that are either consumed or applied to the body must provide a certificate of liability insurance listing:

- Bloomington Farm Stop Collective, Inc. as **additionally insured**
- Additionally insured entity name and address should be:
 - Bloomington Farm Stop Collective, Inc.
DBA Rose Hill Farm Stop
902 West Kirkwood Avenue
Bloomington, IN 47404
- A Commercial General Liability policy with limits of insurance not less than \$500,000 each occurrence and \$1,000,000 annual aggregate OR a Commercial Umbrella policy limit of at least \$1,000,000
- The policy must be from an insurer acceptable to the Cooperative, which remains current and in effect during the period of this Agreement.

Disclosure of Production Practices

In order to provide customers with a transparent shopping experience, all vendors are required to fully disclose their production practices. We want customers to know where their food comes from and how it was grown, raised, or made.

This information will be collected on the Vendor Application and on delivery sheets. It will be used on product signage and in staff communication with customers.

The Bloomington Farm Stop Collective, Inc. reserves the right to verify the claims about everything sold through the store, including visiting and inspecting the farm or business of any vendor. Discovery of false claims or failure to allow farm or business visits will result in termination of the Vendor License and, if applicable, the Membership Agreement.

Vendor Conduct

The Cooperative seeks to create an environment where all can feel welcome and safe. As such, vendors are expected to act in a courteous, respectful, and honest manner with customers, fellow vendors, community members, Bloomington Farm Stop Collective, Inc. Board representatives, and staff at all times.

Bloomington Farm Stop Collective Inc. is committed to fostering and preserving a culture of inclusion. Diversity and inclusion are crucial to our mission, and as such, hateful conduct is always prohibited. Bloomington Farm Stop Collective Inc. has zero tolerance for hateful conduct towards any group or individual. We define hateful conduct as a direct attack on others based on protected characteristics including race, color, national origin, religion, gender identity or expression, familial status, or disability. Hateful conduct can be expressed in a verbal, online, and/or physical manner.

Failure to comply with these basic expectations will not be tolerated and may result in rejection of vendor applications or immediate revocation of existing vendor licenses, at the Cooperative's sole discretion.

Customer & Producer Satisfaction

We will strive to maintain fresh, appealing products for customers. We reserve the right to reject any unsuitable, spoiled, or damaged product at delivery or from the display area. Materials used for packaging and transporting product must also be clean and sanitary to be accepted for sale.

To provide maximum customer satisfaction, we will accept customer returns on all products for refund or replacement. Vendors will be notified with details of the complaint if a customer requests a refund. The return amount will be deducted from the vendor's sales payment.

Vendors with concerns or complaints about product representation should submit a written explanation to store staff in a timely manner. Each submission will be reviewed by the store manager. A vendor may appeal any decision of the manager within 14 days by submitting a written complaint to the Bloomington Farm Stop Collective, Inc. Board. A decision by the Board shall be issued within 30 days of receipt and constitute a final and binding decision.

Risk & Losses

We will take all reasonable measures to ensure the security of vendor goods, including protection against loss, theft and damage while they are in the store. Ultimately, however, products are left at the store at the vendor's own risk and unsold products will remain the property of the seller. Discrepancies in inventory may be taken up with staff and will be handled on a case by case basis.

Unexpected Challenges

We look forward to an exciting first year at the Rose Hill Farm Stop. This market outlet will be new to all of us and there may be unexpected challenges along the way. Your patience, constructive feedback, and participation will be greatly appreciated as we work through potential issues together.

Revisions

The Bloomington Farm Stop Collective, Inc. Board reserves the right to review these policies on a regular basis and make changes as needed. Revised policies will be announced and made

available to all vendors. The Board also reserves the right to make exceptions to these policies at its discretion and in the best interests of the store operations