

Guidelines for the Harvest Festival at GTLC

1. This is a festival for local growers, which means that all fruits and vegetables that are for sale must be grown within 200 miles of the festival. If vendors engage in re-selling produce, they must show the festival management receipts proving that the produce came from this region.
2. All produce vendors must grow at least 50% of the fruits and vegetables that are sold at the festival.
3. The festival encourages participation by small-scale producers and single-crop producers and there fore will provide a limited number of single day spaces. All rules applying to seasonal vendors apply to daily sellers.
4. Vendors who reserve seasonal spaces prior to festival opening day will qualify for assigned spaces whenever possible. Rules governing assigned space policy as follows:
 - A. Vendors wishing to use their reserved spaces at the festival must arrive no later than 15 minutes before festival opening. After that time, the space may be assigned to someone else.
5. It is the vendor's responsibility to secure all required state or county permits.
6. All scales used at the festival must be registered as legal for trade and meet the State of Florida regulations for commercial sales. Scales must be placed so that they are clearly visible and readable to customers at all times.
7. Anyone wishing to sell eggs at the festival must be in compliance with the relevant state egg inspection programs and supply the packer registration number on the application form for the festival.
8. Vendors are required to maintain their stands in a neat and orderly fashion and be responsible for removing all the debris from their stall area at the end of each festival day.
9. All vendors are required to operate their stands in a safe manner so that customers do not trip or fall over produce, tables, boxes, etc., or slip on liquid spills etc. Vendors are required to make immediate safety changes when directed to do so by the festival manager or a representative of the festivals host management.
10. The overall festival will be covered by a general liability insurance policy. Vendors are encouraged to obtain their own product liability insurance. Related insurance information is contained in the festival agreement.
11. All prices must be posted in writing at the festival and be visible to customers at all times. Farms or urban gardens that are non-profit entities must observe fair market pricing.
12. Use of the word "organic" in any form by vendors on signs, cards, prices listings, etc. is restricted to the following vendors:
 - A. Those who are certified under provisions of the relevant state certification program, or
 - B. growers who are certified by a recognized certification program accepted by the USDA. In such cases, growers will be required to show written proof of such certification for the current season.

13. WIC Farmer's Market Nutrition Program (FMNP): The Gateway Harvest Festival strongly encourages all growers to accept USDA food stamps and FMNP coupons from customers for qualifying purchases.
 - A. A vendor must be authorized prior to accepting FMNP coupons or food stamps.
 - B. All authorized FMNP vendors must display the FMNP sign at their stand.
14. The festival will have a manager whose duty is to oversee the orderly operation at the festival and see that festival rules are being observed. The festival manager has the authority to direct vendors to comply with provisions of the festival rules.
15. Complaints: In the case of a complaint about alleged violation of the re-sales rules, or other violations, the festival's policy is as follows: All complaints must be in writing and signed by the complainant. A signed, written complaint will force an inspection visit to the production location of the subject of the complaint. The identity of the person complaining will be kept confidential. The subject of the complaint will be notified and arrangements will be made for an inspection or other appropriate measures will be taken.
16. Festival Food Samples: Prepare food samples behind your festival stand and present them in a safe and sanitary manner and according to the directions of the festival management. If you are selling consumables, provide a trash receptacle for the disposal of cups and napkins.
17. Sales Tax: Farmers/producers who are planning to sell any non-edible products such as flowers or plants, wreaths, etc. which are subject to sales tax must provide the festival management with a copy of their State of Florida certificate with a sales tax number before being permitted to offer such products for sale. This certificate must be properly displayed at the festival.
18. Value-Added Products: Non-produce farm products must be homemade of material grown or gathered predominately by the farmer/producer. All applicable federal, state and local health regulations must be observed in the harvest, preparation and production and labeling of value-added products. Products not allowed for sale include but are not limited to T-shirts, caps and other non-farm merchandise. Cookbooks by the farmer/producer are allowed for sale.
19. Vendors are required to have a sign at their stand identifying their farm or firm and listing the town of operation.
20. In the event that a vendor cannot attend a festival date, the vendor must notify the festival management at least 2 days in advance. It is understood that at times there are no products for the vendor to sell due to crop loss or seasonal constraints. If, however, a vendor misses 2 consecutive festivals without notifying the festival management, a warning will be issued to the vendor.
21. Vendors selling baked goods or other prepared foods must follow all federal, state and county health regulations. Any relevant permits or licenses must accompany the festival application.
22. Vendors will be required to make a contribution of produce to Gateway Trinity Lutheran Church for donation onto the Harry Chapin Food Bank , and/or other local food banks by the end of each festival day.

Harvest Festival at Gateway Trinity Lutheran Church Festival Agreement and Application

1. **Agreement to abide by festival rules and regulations:** By signing this agreement, the Farmer/Producer agrees to be bound by the Rules of the Festival, which is attached to this agreement.
2. **Admission, Suspension, Termination:** This agreement is a revocable license, and any misconduct or violation of this agreement may result in the suspension or termination from the Harvest Festival at GTLC at the discretion of the festival management.
3. **Conflict Resolution:** I agree that as a condition of my Harvest Festival at GTLC participation, I will attempt in good faith to resolve any disputes through the administrative process as outlined in the Rules of the Market before resorting to litigation. Furthermore, I will limit any claim I may have against Gateway Trinity Lutheran Church resulting from a suspension or termination to the festival. If I am unsuccessful in my litigation, I agree to pay all costs deriving from that litigation including attorney's fees.
4. **Indemnification:** I acknowledge full responsibility for all activities conducted throughout the term of the market and agree to indemnify and hold harmless Gateway Trinity Lutheran Church, and Lee county against any and all liability, loss, damage, expense, suits, claims, penalties and judgments arising from injury to any person as a result of consuming food from the undersigned or as a result of any negligence on the part of the undersigned. I shall at my own cost and expense, defend any and all claims which may be brought against the aforementioned parties.
5. **Agreement and Duration:** I acknowledge that I have read and understood the Harvest Festival at GTLC Agreement and rules and agree to abide by them and that any false statements I have made on this application will void this contract and be grounds for dismissal.

I have read and understand the Gateway Harvest Festival at GTLC Rules and Agreement and agree to abide by them. I certify that the information I have provided the Gateway Harvest Festival at GTLC on my application is accurate and complete and that any additional information I may need to submit to verify claims made in my application will also be accurate and complete.

Farm or Corporation or Business Name: _____

Authorized Signature: _____ Date: _____
Farmer/Producer

Authorized Signature: _____ Date: _____
Market Representative