



STATEHOUSE MARKET REQUIREMENTS

In order to promote healthier eating habits and support local Indiana farmers and businesses, the Statehouse Market provides fresh, high-quality produce and food products. This outlet is also an opportunity to promote locally grown and created products and produce.

I. DEFINITIONS

1. Market: Directly refers to the Statehouse Market, located on the Indiana Government Center campus, along Robert D. Orr Plaza. The boundaries are defined by the Market Manager depending upon the number of Vendors present.
 - a. The Market hours are 10:30 a.m. to 1:30 p.m. each Thursday. Each Market is *weather dependent*. Cancellations may also be made to accommodate State ceremonies and celebrations.
2. Farm or Domestic Products: Included are products that are grown in Indiana. These products are further defined as follows:
 - a. Produce – Vegetables, fruit, grains/breads, eggs, plants, plant cuttings, flowers, seeds, nuts, herbs, meat and dairy products.
 - b. Prepared Foods – Foods that are processed in some way by the Vendor and are approved by the Indiana State Department of Health. These items include, but are not limited to, cured meats, honey, preserves, pickles, juices, home canned products, and cheeses.
 - c. Artisanal items – Handcrafted products that are made in the home. The product may be made from manufactured materials, provided that most of the product's value results from the crafting of the Vendor or the Vendor's family.
3. Vendors: Persons who have paid their stall rent, agreed to comply with the Statehouse Market Requirements, and agreed to sell only "Farm or Domestic Products," defined above.
 - a. Produce Vendors – Vendors who sell products at the Statehouse Market which are grown in Indiana, of which at least 50 percent of the products sold have been grown and/or produced by themselves or members of their households at

their own farms, homes, or gardens.

4. Food Trucks: A mobile venue that sells a variety of food. Some may sell frozen or prepackaged food while others operate like restaurants-on-wheels.

II. MARKET MANAGER

1. The Market Manager is an individual designated by the Indiana State Personnel Department (INSPD). The Market Manager is to facilitate the Market and enforce the guidelines. Examples of the Market Manager's authority are as follows:
 - a. Revoke a Vendor's or Food Truck's application or participation.
 - b. Assign selling areas to Vendors and Food Trucks.
 - c. Ensure Vendors and Food Trucks pay rent to IDOA.
 - d. Direct Vendors and Food Trucks to comply with health and sanitation rules.
 - e. Receive Vendor and Food Truck operators' requirements and applications.
2. The Market Manager's job on the Market site is to coordinate the functions of the Market and to implement Market guidelines. This includes oversight of the Market set-up, daily assignments, collection of fees in collaboration with the Indiana Department of Administration, assuring Vendor compliance with cleanup, and answering questions.
3. The Market Manager is the conduit of information to/from the Vendors and customers.
4. The Market Manager has complete authority to interpret and implement policy on the Market site. If you have any questions or concerns, please submit your concerns to the Market Manager (manager@statehouseMarket.com)

III. RESPONSIBILITIES OF VENDORS

1. Comply with these requirements, as well as codes and statutes that govern the growing, preparation and sale of products defined by the State of Indiana.
2. All Vendors must be at their stall by 10:10 a.m. Set-up must be complete by 10:30 a.m. Violations of this policy may result in loss of assigned stall on the day of the violation. Tear down should be complete by 2:30 p.m. Repeated offenses may result in ejection from the Market for remainder of the season.
3. If you are selling food products that are potentially hazardous and/or not pre-packaged, you are required by the Indiana State Department of Health to register as a Temporary Retail Food Establishment to operate on state property. If you will be offering samples at the Statehouse Market, you are required by the Indiana Department of Health to register as a Temporary Retail Food Establishment and provide a temporary handwashing station. If you qualify for either of the above scenarios, you will be required to fill out an application and submit to TempEvents@health.in.gov and CC the Market Manager (manager@statehouseMarket.com). There is no fee to register. You will be provided a link to the form by the Market Manager.

4. Vendors selling products for which sales tax must be collected must provide a Registered Retail Merchant Certificate; this can be obtained from the Indiana Department of Revenue. Visit [this page](#) for more information.
5. All Vendors are responsible for collecting and reporting Indiana State Sales Tax if selling a taxable food item, as defined by the Indiana Department of Revenue.
6. Vendor must submit a certificate or certificates of insurance proving adequate insurance to operate such vehicles as needed to vend at the Market and a minimum of \$1 million in general liability insurance coverage for their business.
7. A minimum of 70% of space allocated must be dedicated to a produce item, as defined in Section I - Definitions 2:a. Exceptions to this rule may be permitted by Market Manager.
8. A Vendor wishing to enter or leave the Market area during the hours of Market operation shall notify the Market Manager. No Vendor shall be allowed to enter or exit the Market area after 10:30 a.m. or before 1:30 p.m. Only in the event of a public safety or emergency situation shall an exception be made. Vendors may not break down Market materials prior to 1:30 p.m.
9. Tables and stall set-ups used by Vendors and not-for-profit organizations are the sole responsibility of the individual business or organization. Tables and stall materials will not be provided by the Market or Market Manager.
10. No oil of any kind can get on the ground, sidewalk, and/or areas in the Market location. This is a safety and environmental issue.
11. Maintain a clean vending area, dispose of all waste (Vendors should take trash with them when they leave), and take care not to deface or damage state property. Violators will be responsible for any costs incurred for additional cleaning performed by the Indiana Department of Administration.
12. All Vendors who wish to use tents or canopies (including umbrellas) at the Market site during a normal period of Market operations, including the set-up and break-down period, are required to have their tents/canopies sufficiently and safely anchored to the ground from the time their tent/canopy is put up to the time it is taken down. Any Vendor who fails to properly anchor his or her tent/canopy will be asked to take their tent/canopy down in order to sell at the Market on that day.
13. Tents and canopies must have a weight attached to each tent leg. Each weight must be 20-40 pounds per leg for a 10x10 canopy or a minimum of 50 pounds per leg for a 10x20 canopy, and must be securely attached. Filled water jugs, stakes, sandbags, cinder blocks and other weights that sit unattached on the tent legs are not acceptable.
14. Vendor is solely responsible for any and all damages resulting from the sale of unsound or unsafe goods or otherwise resulting from the participation in the Market by Vendor and/or Vendor's employees, agents, or contractors. Vendor must have a minimum of



\$1,000,000 liability insurance for protection against such damages and for any injury that occurs at the Market that is caused by Vendor's products, actions, inactions or property, and/or the products, actions, inactions or property of Vendor's employees, agents, or contractors, and that will maintain such insurance as long as Vendor and/or Vendor's employees, agents or contractors participate in the Market. Proof of insurance shall be provided before any selling at the Market.

15. Market Manager will make stall assignments. Your space is assigned to you each week and is not transferable or guaranteed to be in the same location. Space fee prepayment is available. Vendors forfeit the fee if not at the Market.
16. Displays must be placed within the assigned stall area and must not exceed designated space. Vendors must provide signage.
17. Pricing of goods sold at the Market is solely the responsibility of the individual Vendor.
18. All Vendors must adhere to food protection and sanitary procedures as outlined by the Indiana State Department of Health. Any Vendor found selling contaminated foodstuffs or produce, or selling in the Market without proper health precautions, shall be suspended from selling operations until satisfactory clearance has been obtained from the Indiana State Department of Health and the Market Manager.
19. All Vendors must be fully dressed. Shoes and shirts are required.
20. There will be no smoking by Vendors in any stall spaces. You are responsible for any cigarette butts around your stall space. Please dispose of them properly and see the Market Manager for direction to designated smoking areas.
21. If you are attending as a home-based Vendor, per the Indiana Department of Health, you must clearly list your ingredients and have the following statement in at least 10-point font on your packing: "This product is home produced and processed, and the production area has not been inspected by the State Department of Health. NOT FOR RESALE" See full guidance for home-based Vendors [here](#).

IV. VENDOR PRODUCTS

1. If a Vendor does not sell product as defined in Section I – Definitions 2: a, they may participate only if approved by the Market Manager. The market will typically have space for up to 2 non-produce vendors per week and will be placed on a rotating schedule as determined by the Market Manager.
2. The Market will only allow non-food products of an artisanal nature if said product is derived from a majority produce item (bee wax candles, herbal soaps, etc.). This is at the discretion of the Market Manager. These products must take up no more than 30 percent of booth.
3. No products sold may be used or secondhand.

4. Vendors who wish to sell cheese, canned goods (fruits, vegetables, juices, etc.), or baked goods shall first obtain the approval of the Indiana State Department of Health and have evidence of that product approval in their possession, whenever they are selling these products.
5. Produce, meat, honey, eggs, plants, flowers, and other farm products must be grown or produced in the state of Indiana, unless pre-approved by the Market Manager.
6. Vendor agrees that Vendor and all of Vendor's employees, agents, and contractors will abide by and fully comply with all applicable federal, state and local laws, regulations, and ordinances.
7. Vendor agrees to have obtained all necessary licenses, permits, insurance, and inspections prior to selling any products at the Market and to display each permit within their allocated stall space in a manner that is clearly visible to the public.
8. All minimally processed food items must be prepared in a licensed facility, as defined by Indiana law, sold in pre-packaged form, and contain proper labeling, consisting of the name of product, the location of preparation, the contents, the net weight, and the price. Exceptions to this rule must be approved by the Market Manager.
9. Home based Vendor foods are allowed to be sold at the Market, provided they meet the criteria for a non-hazardous food and are labeled in accordance with Indiana State law. For more information, visit [this link](#).
10. Liquor and alcohol are not allowed to be sold at the Market.
11. Eggs may be sold at the Market only with a current egg Vendor license issued by the State Egg Board.
12. Any Vendor selling honey is required to inform all customers of the danger of feeding honey to infants and children less than two (2) years of age.
13. The only varieties of wild collected mushrooms that may be sold at the Market are chanterelles, morels, oyster, and sulfur shelf (chicken mushrooms).
14. No potentially hazardous or poisonous plants, berries, roots, mushrooms, or other goods may be sold at the Market. All food products must be considered edible before they can be sold at the Market, and must meet all state, county, and local health requirements, rules, and regulations.
15. Vendors advertising as "Organic," "Unsprayed," "Natural," etc. are not required to be certified by any recognized certification agency. However, state law restricts the use of the phrase "Certified Organic." Only those who have been certified by the Indiana Department of Agriculture may use the term. All Vendors are required to advertise truthfully and to respond to customer questions in a like manner.



V. ADDITIONAL RESPONSIBILITIES OF FOOD TRUCKS AND VENDORS

1. All Food Trucks and Vendors with assigned stalls must be at their stall by 10:10 a.m. Set-up must be complete by 10:30 a.m. If you arrive before 8:30 a.m., you may have to move cones to access the event space and risk having to move locations as deemed necessary by the Market Manager.
2. Food Trucks and Vendors will be required to remain onsite until Market closing at 1:30 p.m., even if they have sold all their product. Please contact the Market Manager if there is an emergency that requires you to leave before this time.
3. Food Trucks and Vendors must comply with these regulations, application rules, and other regulations, codes, and statutes that govern the growing, preparation, and sale of products defined by the state of Indiana. If selling goods by weight, Vendor must supply a legal produce scale.
4. Food Trucks must register with the Indiana State Department of Health if they are **not** permitted through Marion County. There is no additional fee to register. You will be provided a link to the form by the Market Manager.
5. Food Trucks must provide a copy of the current certificate of insurance to the Market Manager at least one week prior to the Market.
 - a. Trucks must have a minimum of \$1,000,000 liability insurance.
 - b. Statehouse Market does not need to be listed as additional insured.
6. Pricing of goods sold at the Market is solely the responsibility of the individual Food Truck and **must be prominently displayed**.
7. Food Trucks operators must pay space rental fees to the Market Manager either prior to or on the day of the Market they are attending.
8. All trucks must be at their stall by 10:10 a.m. Trucks must notify the Market Manager at least 48 hours in advance if they will not be able attend a previously scheduled Market date, unless there is an emergency. If you are absent twice without required notification, the Market Manager can dismiss you from future Market dates.
9. Food Trucks must maintain a clean vending area, dispose of all refuse and trash (taking it with them when they leave), and take care not to deface or damage State property, each is to the discretion of the Market Manager.
10. Food Truck operators and Vendors must supply their own change, labels, bags, water, trash cans, and/or signage; all must be contained within the truck's assigned space.
11. If a Food Truck is a no call/no show on two separate Market occasions, the Market Manager then has the authority to remove them from future Market dates.

12. Food Trucks are expected to be punctual, efficient, and swift in processing orders. Not adhering to this may result in less Market dates or removal from the schedule.
13. Vendors and Food Trucks shall not make any modifications or alterations to existing pavement, curbing, signs, stripping, fixtures, trees, shrubs, or flowers in the Market area.

VI. ALLOCATION OF VENDOR AND FOOD TRUCK SPACES

Vendor spaces shall be allocated based upon four determining factors:

- a. Type of produce sold.
 - b. Position on the waiting list.
 - c. Priority of the Vendor category.
 - d. Maximum numbers of Vendors allowed by Vendor category.
1. Due to limited space, the Market Manager reserves the right to enforce category limitations for Vendors and Food Trucks. Eligible Vendors who inquire after a capacity has been reached are placed on a wait list and are contacted in the order that completed paperwork is received by the Indiana State Personnel Department (INSPD).
 2. Product Type: Priority will be given to those Vendors who sell items defined as “produce” or “prepared food” in Section I.
 3. Priority of Vendor Category: Priority will be given to those Vendors who are a part of the *Indiana Grown* program, through the Indiana State Department of Agriculture (ISDA). The *Indiana Grown* program is a cooperative effort among producers, processors, wholesalers, retailers and the ISDA to brand and promote Indiana produce and production. The goal is for consumers to easily identify, find and buy Indiana grown products. More information on this program can be found at www.in.gov/isda.
 4. Certain Vendor categories will be subject to maximum allowances in their number or percent. When the names of these Vendors come to the top of the waiting list, they will be allocated a space at the Market only if the allowance for that Vendor type has not already been reached.
 5. A Food Truck rotation will be set in place to allow for a variety of food items each week.
 6. Food Truck spaces are limited as well. Preference is given to trucks who utilize Indiana produce and whose menus feature healthy options, and trucks will be given a space according to the order in which completed paperwork is received.
 7. Based on the information provided in application, Food Trucks are evaluated on their healthy options and ingredient sourcing and may be given more dates for Market participation. Complete applications are helpful in this process.

8. Location and selection of participating Food Trucks is within the discretion of the Market Manager.
9. The size of Market vending spaces may vary slightly and are determined by the Market Manager. Please see Section III, 12-13 for weight requirements for tents/canopies.
10. Vendors must park additional vehicles in one of the two (2) Indiana Government Center parking garages. Parking tickets from these two garages will be validated by the Market Manager. Exceptions to this rule must be approved by the Market Manager.
11. No person may sell at the Market except from a vending space that has been duly assigned to them by the Market Manager.

VII. STALL FEE AND PAYMENT

1. A fee schedule for all Market stalls will be established by the Market Manager prior to each Market season. Failure to comply with fee payment on Market day will result in exclusion from the Market.
2. Vendors and Food Trucks must pay the rent in a timely fashion (no later than the day of the Market in which they are participating).
3. The rental fees for vending spaces are listed on the application.
4. Payment must be paid by cash or check in advance of the Market. Change may be limited so please avoid large bills (\$50 and above) when possible. Exact change is appreciated.

VIII. GRIEVANCE POLICY

1. The Market Manager has the right to impose disciplinary action at the Market site.
2. In the event of customer dissatisfaction, the dispute must be resolved to the satisfaction of the customer and Market Manager in a timely manner. Failure to do so will result in the removal from Market participation.
3. The Market Manager has the authority to grant exceptions to the Market policies on an individual basis for reasons of dire need. Should any Vendor, at any time, occupy the premises in a manner contrary to this agreement, upon request of Market Manager, the Vendor shall immediately cease such offending conduct.
4. Failure to immediately comply as requested shall be cause for the expulsion from the Market. Upon revocation, the Vendor shall promptly vacate premises.
5. Upon failure to vacate, the Market shall have removed all property of the Vendor from the premises at the Vendor's expense. The Market is relieved and discharged from any all loss or damage caused by such removal.

IX. MARKET CONDUCT

1. At Market closing, each seller is responsible for leaving his/her stall space completely clean and carrying offsite all trash generated. Failure to comply may result in loss of invitation to return.
2. Consumption of alcoholic beverages, yelling, swearing, name-calling, slanderous remarks, and other rude behavior will not be tolerated. Any behavior or language considered deleterious to the normal operation of the Market will be grounds for expulsion from the Market with reinstatement to be based upon review by the Market Manager.
3. Customers who have a legitimate complaint about the product that they purchase should be given a full monetary refund or replacement of equal value. It is the Market's policy to satisfy the customer and to promote goodwill by being generous. Complaints or disagreements will be mediated by the Market Manager. In general, the benefit of the doubt will be given to the consumer.
4. Sellers are expected to treat each other's staff, customers, officials, and the Market Manager with respect.
5. Sellers are responsible for the actions of their representatives, employees, or agents.
6. Any complaints about other sellers should be made to the Market Manager and never to customers.
7. No radios, boom boxes, or sound devices may be played during Market hours without permission of the Market Manager. No hawking or shouting to promote products is allowed.
8. Conduct considered by the Market Manager to be detrimental to the welfare of the Market may result in removal from the Market.
9. No firearms or other weapons.
10. No alcoholic beverages.
11. No illegal drugs.

X. ADDITIONAL LEGAL CONSIDERATIONS

1. **Indemnification**
 - a. Vendor/Food Truck agrees to indemnify and hold harmless the State of Indiana, Market Manager, and their respective agents, from any and all liability, loss or damage, including but not limited to, bodily and personal injuries, including

injuries resulting in death, and all property damage, and all other claims, actions, damages and expenses, including reasonable attorney fees and costs, that may occur as a result of Vendor/Food Truck's participation in the Market. The State of Indiana has no reciprocal duty to indemnify.

2. Remedies for Breach

- a. The violation of any provision of this application or requirements by the Vendor/Food Truck could result in immediate dismissal from the Market. In such case, Vendor/Food Truck forfeits his/her rental fee, will not be permitted to sell at the Market for the remainder of the Market season, and may not be allowed to participate in the Market during subsequent seasons.

XI. MISCELLANEOUS

1. The Market is open unless weather or other emergency requires cancellation. Notice will be given to all Vendors and Food Trucks via email or emergency contact numbers.
2. Accommodations for state ceremonies and celebrations may also be considered.
3. The Market Manager may terminate the Market or make a change to its time, dates, and locations as the Statehouse Market, in its sole discretion, deems necessary.
4. Restroom facilities for Vendors are available in Government Center buildings and the Statehouse. Entrance is only allowed through public entrances and Vendors must comply with the respective security policy.