



connect with your food

POLICIES AND GUIDELINES

Market Operation Times and Location

The Market runs 9am-2pm every Saturday from May 11-Oct 26. It is located on 61st Street (at Dorchester Avenue) and Blackstone Avenue.

All applicants must submit a \$75 non-refundable application fee. Application and vendor fees are used to support marketing and operational expenses. You will be assessed a \$50 late fee if the application, all supporting documents, and \$75 application fee are not received by due date.

Fees for the **2024 outdoor season** are as follows:

Single stall \$375 (10'x10')

Double stall \$500 (10'x20')

All stall fees and application fees must be paid in full by the end of the first market day. Any vendor that does not pay their fees in full by due date may be subject to removal from the market.

Goals/Mission

The 61st Street Farmers Market is a program of the Experimental Station, an Illinois 501-c-3 non-profit organization. The 61st Street Farmers Market was established to pursue the following goals:

- To provide an oasis in the local 'food desert' by providing local residents with the opportunity to buy fresh, regionally grown farm products that are nutritious and affordable, and that specifically cater to the culinary needs of Southside Chicago's diverse population.
- To provide a direct marketing opportunity for small to midsize producers of Midwestern, regionally-grown and raised food and other farm-related products.
- To promote Link/EBT and the Link Match Program as an additional source of revenue for local vendors. In 2024, vendors took home over \$66,795 in Link and Link Match, making the Market number one in Chicago for Link and Link Match redemption.
- To reflect the diverse demographic composition of the local community by seeking to recruit agricultural producers and vendors of African-American descent.
- To create a place to educate consumers on health and nutrition issues, including how food is grown, produced, or prepared.
- To provide a community activity that celebrates the vitality and diversity of Chicago's Southside.
- To make fresh, affordable produce available to the elderly and to people using WIC, food stamps, and the Farmers Market Senior Nutrition Program.

The 61st Street Farmers Market strives to create an environment of warmth, inclusion, and community. Underlying the Experimental Station's undertakings is a belief in the importance of hospitality as an institutional value. As hosts, we aim to provide a place where people and ideas feel welcome. We want market-goers, on both sides of the booths, to expect safety, courtesy, and respect when attending the market. In order for us to foster this atmosphere, it is imperative that we have full participation from our vendors. **In applying to work with us, you are agreeing to comply with the following market community standards.**

Admission of Vendors and Products

1. The 61st Street Farmers Market's approval of selling privileges is for a limited period of time, never exceeding one growing season, and is a privilege, not a right. All products sold at the market are subject to restrictions by the 61st Street Farmers Market.
2. Admittance to the Market is based on submission of a complete application (including all supporting documents and licenses), space available at the market, product line, vendor mix, the vendor's product knowledge and ability to communicate it. Priority will be given to vendors with products that are: locally and sustainably grown; in season; responsive to the needs and desires of the local community; of high quality; unique or unusual; contain seasonal and regional ingredients purchased from 61st Street Farmers Market farmers.
3. Vendors must guarantee that all products sold at the Market are 100% regionally grown and/or produced (IL, WI, IN, MI, MN, IA, MO).
4. Vendors are required to grow/produce the products they sell at the Market. The sale of any goods not grown or produced by the seller must be approved by and are subject to the restrictions and guidelines of the 61st Street Farmers Market.
5. **Up to 10% of goods sold may be produced by sources other than the vendor.** It must, however, be regionally grown and must have a statement of proof where purchased or grown and a **"farm of origin" label must be displayed with the product.** Failure to produce this statement upon request is grounds for dismissal from the Market for that day. Repeated offenses will result in loss of selling privileges at the Market.
6. Prepared food vendors who are not growers should strive to ensure that their ingredients are purchased from local growers/producers. Priority is given to small-scale independent food artisans.
7. All sellers must abide by and all products must comply with federal, state, and local regulations governing health, packaging, labeling, taxes, scales, weights and measures, etc.
8. All certificates, licenses, and insurance must be filed with the Market Manager along with the vendor's application. **All vendors must have a Commercial General Liability Insurance policy**, with a minimum coverage of \$1 million per occurrence and aggregate, listing the Experimental Station as an additional insured and include broad form coverage, products & completed operations, personal injury, automobile and advertising injury coverage.
9. Prohibited Products
 - Live birds or animals (including pets of vendors)
 - Products not approved by 61st Street Farmers Market
 - Products purchased at an auction house, wholesaler, or from another farm without prior approval by 61st Street Farmers Market
 - Unauthorized agricultural products (see p9: http://www.idph.state.il.us/pdf/IDPH_FDD_TIB_30_Farmers_Markets_051613.pdf)
 - Hobby ware, crafts and art objects (The Market is empowered to interpret the rules and to approve or disapprove products of a craft-like nature.)

Product Labeling and Disclosure of Growing Practices

10. No vendor may deem their produce "organic" at the 61st Street Farmers Market unless their farm is certified organic by a USDA-approved 3rd party certifier and the farmer has submitted the farm's most recent certification

with their market application. Vendors *may* say they “used organic growing practices”, or that the food is “organically grown” but not specifically claim it to be organic without stated certification.

11. Hydroponic produce and plant production must be marked accordingly.
12. All items must be clearly and truthfully priced and identified.
13. All goods must be labeled according to [IL Public Act 098-0660](#): “All vendors or booths...must post at the point of sale a placard or include on a label or packing slip the **physical address of the farm or farms** on which those products were grown or produced... If said address is unknown, then the vendor must post at the point of sale a placard or include on a label or packing slip the physical address and business name, when applicable, where the products were purchased. (b) Specialty crops and raw agricultural commodities direct marketed at farmers' markets that do not include a placard at the point of sale or on a label or packing slip stating the physical location of the farm on which those products were grown or produced shall be considered misbranded.”

Assignment of Selling Space, Attendance, and Arrival/Departure Times

14. Vendors will have a designated space.
15. Vendor stall locations are determined by Market management and may be changed at the discretion of Market management for any market day during the season and/or annually. In making any determination in this regard, the market manager will consider the following: Fire Department requirements; vendor’s history at the market; the market’s product mix and consumer traffic flow; vendor’s marketing ability and product promotion; the quality of the vendor’s product display and customer service; the participation of business owners at the market.
16. **Vendors will be charged for the dates they commit to upon applying, regardless of attendance.** Vendors must attend the market unless they have notified the market manager 48 hours in advance that they will not be coming. Once a vendor has notified the market manager that they will not be at the market on a given day, the manager may give their designated spot away for the day.
17. **Repeat instances of non-attendance will result in the review of the vendor’s eligibility to participate in the market.**
18. Cancellations due to holidays or holiday weekends are not permitted.
19. **Vendors may begin setting up at 7:00am on market day and must be there by 8:30 to set up by market start at 9am.** Multiple tardies may result in a fine, or the decision by Market Management to not allow a vendor to return for following seasons at the 61st Street Market.
20. Vendors who arrive past 9am will not be admitted to the market due to safety of other vendors and customers.
21. Vendors may leave only after the market has closed and a safe exit can be made. Vendors who run out of product should have printed materials or other information on their business available to customers. **Vendors are not allowed to remove their products or break down tables or tents until 2pm.**

Safety and Sanitation

22. The 61st Street Farmers Market should be safe, tidy and aesthetically pleasing.
23. The 61st Street Farmers Market is conducted in accordance with local, State and Federal laws. Producers are expected to be familiar with and comply with the safety and sanitation guidelines. Producers shall immediately comply with the Market Manager’s direction in all matters relating to safety.
24. Vendors must furnish their own tables, tablecloths, chairs, display arrangements and, for outdoor markets, weather protection and tents. **All tents must be securely weighted with a minimum of 50 lbs at each corner,** to withstand rain and windy conditions. If a vendor sets up an unsecured tent, they will be subject to a \$50 fine payable to Experimental Station (due by the beginning of the next market after the violation occurred). Additionally, the vendor will be required to rent weights from the Experimental Station at a fee of \$10 per weight for that day. **Vendors who wish to use four (4) weights each week during the 2024 season at a rate of \$5/week (paid in advance with vendor fees) must inform the Market Manager when submitting their application. Note that the supply is limited.**
25. **Tables must be sturdy and stable with tops covered with a tablecloth.** Tables must not be filled beyond load capacity and the products on the display table must be secured.
26. Scales must be approved commercial scales. The face of the scale must be visible to the buyer and use of a non-certified scale is prohibited.

27. During outdoor markets, all selling spaces must be covered by tents/canopies, unless Market management determines weather conditions create an unsafe environment.
28. All samples offered by vendors must meet the following criteria: stored in rigid, covered containers until serving; pre-cut away from the sales unit; processed foods must be prepared in a licensed kitchen facility; be of adequate size and spacing to minimize customer handling; held and dispensed under clean and sanitary conditions; toothpicks or disposable utensils must be used to distribute samples; cutting surfaces must be smooth, non-absorbent and easily cleanable; waste container must be provided; and producer must have control over samples at all times. **All vendors who sample must have summer sanitation certification available through Illinois Restaurant Association: <https://www.illinoisrestaurants.org/page/SummerFestivalCertif>**
29. No smoking inside the vendor stalls or in the market proper. Smoking is only allowed 15 feet outside the entrance to the market.
30. Stall areas, including back areas, shall be kept clean of excessive produce trimmings, garbage and excessive piles of boxes. All boxes, crates or bags of produce and other food products must be kept at least 6" off the ground surface.
31. **At the end of the market, spaces should be cleaned and returned to the condition as found.** All waste must be disposed of off-site.

Potentially Hazardous Foods

32. It is the responsibility of the vendor to abide by the Department of Health guidelines concerning the vending of potentially hazardous food products. They include but are not limited to: meats, poultry, fresh eggs, dairy products and cheese. If any vendor is deemed to be in violation of health codes pertaining to such products, the vendor and the vendor's product will be immediately removed from the Market for that day.
33. All meat and poultry processing must take place in a USDA or state licensed facility, packaged and frozen at the time of slaughter, and remain frozen until sold.
34. In accordance with the Illinois Egg and Egg Products Act, anyone who grades, packs, sells or barter eggs must be licensed with the Illinois Department of Agriculture.
35. The vendor is responsible for monitoring and maintaining proper temperatures in accordance with health codes. Vendors who sell products that must be kept refrigerated or frozen must have an accurate thermometer on-site.

Meats and Poultry: must be held at 0 degrees Fahrenheit or lower

Eggs: must be held at 40 degrees Fahrenheit or lower

Dairy and Cheese: must be held at 40 degrees Fahrenheit or lower

Inspection, Product Validity and Farm/Business Visits

36. The 61st Street Farmers Market has the right to verify compliance with market criteria and guidelines, and the validity of any product sold at the Market. Failure to produce proof of any product's origin/validity shall be grounds for termination of market selling privileges.
37. The Market Manager shall have the right to conduct an inspection of the production areas of those products sold by a vendor provided the vendor is given 48 hours prior notice. An inspection may include ownership information and any other information deemed relevant to product legitimacy. Failure to allow such an inspection shall constitute a violation of Market policies and be grounds for immediate termination of Market membership at the sole discretion of the Market manager.
38. The vendor, in participation in the 61st Street Farmers Market, agrees to hold harmless the Experimental Station and the Market Manager, employees, volunteers, or board members from and against all claims, causes of actions, demands, debts, damages, judgments, costs or expenses (including attorney fees), or other losses of any nature or kind arising from, relating to, or in any manner connected with Market activities.

Conduct

39. Vendors are to be courteous, professional and presentable at all times.

40. **Stalls are to be staffed at all times.** Vendors may assist neighbors in coverage after they have adequately staffed their own tents. Failure to have staff available for Market shoppers may result in disciplinary action by the Market Manager.
41. No loud or disturbing actions will take place on the Market grounds that interfere with the rights, comforts, or convenience of Market attendees or vendors. No vendor shall play or allow to be played any radio or other sound instrument at a sound level which may annoy or disturb vendors or customers.
42. Drinking of alcohol at the Market is prohibited unless approved by the Market Manager for special occasions.
43. Distribution of printed materials (other than pre-approved vendor brochures), petitions, or political and religious advertisements is not allowed. Vendors may tell anyone participating in these activities near their booths to do so outside of the market bounds, or can alert the Market Manager.
44. Market vendors and customers shall behave in a respectful manner towards each other. Market participants are required to conduct themselves in a manner that contributes to a positive shopping experience for market customers and should avoid engaging in inappropriate behavior and using unsuitable language, such as crude jokes. **Threats, verbal abuse, sexual harassment, or harassment of any kind are strictly prohibited. Behavior which is threatening, abusive, or harassing shall constitute a violation of the 61st Street Farmers Market policies, procedures, and rules and is grounds for immediate termination.** If you experience any sort of incident of this nature, please report it immediately to the Market Manager who can assist you in filing an incident report and further handling the situation.

Discipline or Removal of a Producer From the Market

A producer may be removed or suspended from the Market or have selling privileges in the Market limited or revoked by the 61st Street Farmers Market for any of the following reasons:

- Failure to obey and conform to Federal, State, or City of Chicago regulations and laws
- Failure to obey and conform to 61st Street Farmers Market rules and regulations
- Causing or maintaining unsafe or unsanitary conditions
- Repeated failure to attend markets
- Behavior that obstructs any other vendor's commerce or ability to transact business
- A verifiable and legitimate complaint pertaining to questionable quality, product validity, conduct or business practices about a vendor
- Violation of Cook County Weights and Measures regulations
- No refunds will be given as a result of any infraction of any Federal, State, or local government laws or Market rules and regulations.

Vendors are responsible for the actions of their representatives, employees or agents.