



# Guidelines for “Biz Kidz Day” Vendors

## Franklin Farmers Market

### WELCOME!

Biz Kidz Day at the Franklin Farmers Market gives young entrepreneurs ages 7-14 the opportunity to run their own business for the day! The goal is that they will learn valuable business skills while sharing the products that they have made or grown themselves!\*

As a market vendor for the day, kids will practice basic skills of product development, marketing, sales, and customer service. Most importantly, we want the kids to HAVE FUN!

\*Please note that while parents will certainly provide support, we request that the child do the bulk of the work in creating the products and selling them on the day of market. Of course, some things are understandably age-dependent. We hope that this will allow the Biz Kidz to stretch their skills and feel accomplished at the end of their day!

### BASIC INFORMATION

**Who:** Young entrepreneurs ages 7-14 are welcome to apply for Biz Kidz Day. Each child must have adult supervision throughout the market day.

**Date:** Biz Kidz Day is Saturday, August 17th, 2024.

**Time:** The Franklin Farmers Market runs from 8:00am - 12:00n (See setup/teardown schedule below for more information about the total time commitment.)

**Place:** The Biz Kidz Day vendor space will be a designated area within (and during) the Franklin Farmers Market, held at the DriveHubler.com Amphitheater at Young’s Creek Park (“the Amp”).

**Booth Cost:** A Biz Kidz booth space is free for approved vendors.

**Booth Space:** Booth spaces are approximately 6 feet X 6 feet. Each space will have room for a 6 foot table with space to extend in front. A Discover Downtown Franklin volunteer will guide you to your space when you arrive on market day.

## WHAT TO BRING

Biz Kidz and their adult supervisor/parent should bring all supplies needed to run your booth. This may include

- Credit card reader and/or cash box with ample change. You may also choose to accept Venmo, PayPal, Zelle, CashApp, etc. if you choose; if using one of these payment types, you should consider having a QR code for patrons to scan.
- A 6-foot (or smaller) table with table covering and chairs.
- Marketing, such as signs, business cards, handouts that describe their business and their products. We encourage the kids to create an attractive product display.
- Your fabulous handmade or homegrown products and your smiling face : )
- Kids Market booth spaces will NOT have electric connections and generators are not allowed.
- **NO TENTS** please. For sunshade, we suggest that you bring an umbrella that will fit within your booth space.

## VENDOR APPLICATION and APPROVAL PROCESS

*Remember: Applicants must be between the ages of 7-14, with adult supervision, and must bring products that are handmade or homegrown by the Biz Kid.*

To apply for the Biz Kidz Day, vendors and/or supervising adults should

1. Read these Guidelines carefully to make sure your products qualify and that all rules and regulations are abided by.
2. Complete and submit the Biz Kidz Vendor Application:
  - a. Applications for the Kids Farmers Market are accepted through Google form.
  - b. Be SPECIFIC about what you plan to sell and list ALL items on the application along with the required photos.
3. Once you have been approved\* as a Biz Kidz market vendor, you will receive a confirmation email that will include any other specific details.

\*Due to space constraints, the number of booth spaces is limited. Applications will go through a jurying process by the Farmers Market Subcommittee. We will approve qualified Biz Kidz vendors on a first-come, first-served basis once we have determined that the products are handmade or homegrown and appear to be truly made by the youngster (we may ask follow-up questions if needed). If more applications are received than space allows, applicants will be placed on a waitlist.

## GOODS PERMITTED TO BE SOLD

### YES!

Biz Kidz may sell products that are **handmade or homegrown** and adhere to family-friendly standards. Some examples are

- Garden produce, herbs, spices
- Unique jewelry, toys, hair accessories, etc
- Art items (handmade cards, painted rocks or canvas, pottery)
- Fiber arts (crochet, knit, cross-stitch, macrame)
- Pet-related items (note that pet treats must follow strict Department of Health guidelines)
- Baked goods\*
- Drink stands\*

*\*Homemade food products must adhere to the Indiana State Department of Health requirements for Home Based Vendors. See the section below "Food Product Rules to Follow."*

Sampling products must be done in accordance with Federal, State, Franklin Local, and Johnson County Health Department rules and regulations. Product sampling must be done from within your booth space.

### NO

The following product types are NOT permitted:

- Wholesale or resale items, memberships, delivery services, or subscriptions
- Clothing, unless it is handmade
- Any products made with toxic or dangerous materials/ingredients

While we hope to have no issues, the Johnson County Health Department and/or Discover Downtown Franklin have the authority to ask for items to be pulled from your selling area at the market if they do not meet guidelines. Upon request, items should be removed immediately.

## FOOD PRODUCT RULES TO FOLLOW

HBV (Home Based Vendor) products are food products that are created in your home (not created in a Commercial Kitchen). These products are allowable under Indiana law if they follow all HBV rules and regulations – previously known as "Cottage Food Laws." For more information go to [Home Based Vendor FAQs](#) and see the resources at the end of that document.

HBV products must also contain a label with the following warning: *"This product is home-produced and processed and the production area has not been inspected by the State Department of Health"* in at least 10- point type.

Items produced by a HBV must have proper labeling, which must consist of the following:

- Name of product
- Location of preparation
- Description of contents
- Net weight or units
- Price

You can also go to [HBV Labeling Overview](#) to view sample label content.

## VENDOR TERMS

- All vendors (adults) are solely responsible for all claims, injuries, and damages resulting from their sale of unsound or unsafe goods and/or their participation in the market.
- Vendors (adults) are responsible for and shall fully comply with all applicable laws, regulations, and ordinances pertaining to their products, and shall have all necessary licenses, permits, and inspections prior to selling any products at the market and will display those permits as required.
- Vendors (adults) are responsible for making sure all their helpers and workers know and understand the rules and terms of the market including where to park.
- Each Biz Kidz vendor must have adult supervision at all times.

## WEATHER AND CANCELLATION POLICY

The Franklin Farmers Market is a RAIN OR SHINE market, having made a commitment to be open the days and hours we have published. However, we take the safety of our customers, volunteers, and vendors seriously. Market staff will monitor the weather leading up to and during each market, and if weather conditions are severe, we will take following measures:

1. If a severe weather threat occurs prior to the market and there is reason to believe the threat will persist through much of the day, the market may be canceled. Vendors will be notified by 6:00am on the day of the market if there is a change in operating schedule.
2. Any market delay or cancellation updates will be posted to Discover Downtown Franklin's Facebook and Instagram accounts. Vendors should also watch for an email, call, or text from market management.
3. If severe weather – including lightning, high winds, hail – develops after the market is opened, market staff will ask customers, vendors, and volunteers to seek shelter in an enclosed vehicle or inside a nearby structure. If lightning is within a 10-mile radius of the market site, the market may temporarily close.
4. Vendors must ensure that adequate weights are always attached to their equipment, especially in severe weather. If winds are extreme, vendors may be directed to take umbrellas down to ensure safety of fellow vendors and customers.
5. Discover Downtown Franklin will not be held responsible for any losses or expenses incurred because of a market cancellation or another emergency.

## VENDOR PHOTO RELEASE

Vendors shall permit photographs and video recordings of their booths, participants (including Biz Kidz), and products by Discover Downtown Franklin, unless otherwise stated. All media is the sole property of Discover Downtown Franklin and may be used in any manner or media without obligation to the vendor. Please be aware that these materials are for Discover Downtown Franklin use only and may be used in other city support, publications, websites, and social media. No personal information will be disclosed unless the parent gives full permission.

## LIABILITY RELEASE

Vendor (adult) agrees to protect, indemnify, defend, save and hold harmless Discover Downtown Franklin, and the City of Franklin, its agents, servants, employees and/or representatives, against and from any and all claims, loss(es), cost(s) damages and/or expenses of any kind or nature arising out of or from any act, accident or occurrence in or at the Vendor's space(s) and/or booth(s) and/or elsewhere on facility property and/or grounds, or from the sale of goods and/or services by Vendor and/or Vendor's agents, servants, employees and/or representatives, or from any act or omission of Vendor, Vendor's agents, servants, employees and/or representatives and/or invitees.

All personal property, inventory, equipment and/or other items belonging to Vendor and/or Vendor's agents, servants, employees and/or representatives, shall be there at Vendor's sole risk, and neither Discover Downtown Franklin, and the City of Franklin, their agents, servants, employees and/or representatives, shall be liable for any loss, theft and/or damage of any kind sustained by Vendor and/or Vendor's agents, servants, employees and/or representatives, provided such loss, theft, and/or damage is not the direct and proximate result of intentional or grossly negligent acts or omissions of Discover Downtown Franklin its agents, servants, employees and/or representatives. Vendor agrees to abide by and at all times be subject to terms and conditions herein, including those terms respecting the submission and/or refunding of deposits together with all rules and regulations set forth by Discover Downtown Franklin, the receipt of which Vendor expressly acknowledges, and which are expressly incorporated herein by reference. Failure to abide by any term or condition herein and/or any rule or regulation, or any misrepresentation by Vendor of the merchandise described and/or displayed, may subject Vendor to the immediate termination, removal of exhibit (at Vendor's sole expense) and/or cancellation of any and all present and/or future market reservations, together with the loss of any and/all market fee(s) and/or deposit(s) paid to the Discover Downtown Franklin. Execution of the within agreement and/or remittance of deposit(s)/fee(s) does not guarantee Vendor a reservation(s) in any market.

Exhibitors shall be selected by Discover Downtown Franklin and/or its representative(s) in its discretion and/or upon the approval of the space. In addition to the foregoing, Discover Downtown Franklin, expressly reserves the right to cancel Vendor from any confirmed market should it be determined in the sole discretion of Discover Downtown Franklin which discretion shall not be unreasonably exercised, that the Vendor has engaged in any activity which reflects

poorly upon Discover Downtown Franklin, and the City of Franklin. If for some reason beyond the control of the Discover Downtown Franklin it becomes impossible to hold any scheduled market in which entry fees and/or deposits have been remitted by Vendor, all sums will be refunded without liability to Vendor. However, if severe weather conditions cause the closing of any market, no refunds and/or rain dates shall be due the Vendors. Vendor alone is responsible for all taxes and/or permits in connection with sales made, as well as comprehensive and liability insurance. Vendor alone is responsible for compliance with all local, state and/or federal laws respecting his/her/its exhibition, participation and/or sales.

This agreement is entered into and shall be governed by the laws of the State of Indiana and Vendor expressly agrees that any and all claims, actions, and/or proceedings with respect to this agreement shall be brought in the Courts of Johnson County, Indiana to which Vendor submits to exclusive jurisdiction.

## VENDOR RESOURCES

- **Indiana Department of Health**  
2 N Meridian St.  
Indianapolis, IN 46204  
(317) 233-1325  
website: [in.gov](http://in.gov)
- **Johnson County Health Department**  
460 N Morton St., Ste. #A  
Franklin, IN 46131  
(317) 346-4365  
email: [health@co.johnson.in.us](mailto:health@co.johnson.in.us)
- **Purdue FEMI (Food Entrepreneur Manufacturing Institute)**  
745 Agricultural Mall Drive  
West Lafayette, IN 47909  
(765) 494-2766  
website: [ag.purdue.edu/departments/foodsci/femi/](http://ag.purdue.edu/departments/foodsci/femi/)
- **Indiana State Egg Board**  
Purdue University Poultry Building  
125 S. Russell St.  
West Lafayette, IN 47907  
(765) 494-8510  
email: [iseb@purdue.edu](mailto:iseb@purdue.edu)
- **Pet Treats and Food**  
Office of Indiana State Chemist  
175 S. University  
West Lafayette, IN 47907  
email: [feedlicense@groups.purdue.edu](mailto:feedlicense@groups.purdue.edu)

(765) 494-1492

- **Erin Slevin, NEP Community Wellness Coordinator**  
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