

2024 Bloomington Community Farmers' Market Contract
Home Based Vendor Foods Exhibit
(Exhibit C)

As additional consideration for the privilege to participate in the 2024 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Home Based Vendor Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2024 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Home Based Vendor Foods" means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies - see Section III. 2.) and fermented food (see Section III. 9.d.) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
- II. Vendor selling Home Based Vendor Foods is responsible for ensuring all products are "non-potentially hazardous food" and may be required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide a written report of said analysis.
- III. The following products are permitted for sale at the Market as Home Based Vendor Foods:
 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
 3. Maple syrup
 4. Honey
 5. Sorghum
 6. Ground grains
 7. Vinegar
 8. Spices
 9. Fermented Foods, as long as the following requirements are met:
 - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
 - b. No acid may be added.
 - c. Product may not be hermetically sealed.
 - d. 95% of product must be vendor raised.
 10. Frozen Poultry, as long as the following requirements are met:
 - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
 - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
 - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).

11. Frozen Rabbit

- IV. A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:
1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
 2. Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBVs residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed.
 3. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
 - A. The name and address of the producer of the food product.
 - B. The common or usual name of the food product.
 - C. The ingredients of the food product, in descending order by predominance of weight.
 - D. The net weight and volume of food product.
 - E. The date on which the food product was processed.
 - F. The following statement in at least 10 point type: “This product is home produced and processed and the production area has not been inspected by the State Department of Health.” It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.
- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers’ Market Advisory Council.

- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

- VII. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2024 Market Season, terminating at the close of the Market on November 23, 2024.

List all products intended to be sold under this Home Based Vendor Foods Exhibit:

Primary Vendor's Printed Name