

**2024 Bloomington Community Farmers' Market Contract**  
**Value Added Foods Exhibit**  
**(Exhibit A)**

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 Value Added 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. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
  1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
  2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
  3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
  4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
  5. If the Vendor intends to prepare food at Market, the Vendor must obtain prior approval (based on the desirability of the food item and safety of setup) from the Market Manager.
  6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.

7. The Vendor must be in compliance with all applicable federal and state laws.
8. Product meets the following additional requirements by type and category:
  - A. **Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)**
    - a. All product that can be reasonably Vendor-grown/raised/collected must be.
    - b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.
  - B. **Manufactured Grade Dairy Products**
    - a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
    - b. The Vendor must process his or her own dairy products.
    - c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
    - d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
    - e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.
  - C. **Grade A Milk and/or Milk Products**
    - a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
    - b. The Vendor must process his or her own dairy products.
    - c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
    - d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.

- e. The Vendor must provide, prior to Vendor’s Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by **March 15, 2024**.
- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 9, 2024** and again by **December 13, 2024** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, “The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm’s) own milk.”
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade A milk and/or milk products processor, without which the Vendor’s Contract and this Exhibit are not valid.

**D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats**

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor’s immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.
- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and preserving. The product must have a “safe food handling” label on the package and be sold in the unaltered package it was placed in at the

processing facility. Processing plant receipts may be requested for verification of producership.

- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.
- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

**E. Wine**

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor's Contract and this Exhibit are not valid.

IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.

V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the 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 Value Added 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, whether or not sounding in tort or contract, 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 Value Added Foods Exhibit:**

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**If selling Standard Value Added Foods, list name and location of licensed kitchen:**

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**If selling Manufactured Grade or Grade A Milk Products, list name and location of processing facility if different from the primary vendor's address:**

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**If selling Meat, list name and location of processor:**

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**Attach copies of all appropriate paperwork.**

- Manufactured Grade Milk and/or Milk Products Processor Permit.
- Grade A Milk and/or Milk Products Processor Permit.
- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Indiana State Department of Health Wholesale Certificate of Registration
- Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission.
- Additional Attachments - Please Specify \_\_\_\_\_

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Primary Vendor's Printed Name