

# PERRY FARMERS MARKET OPERATING RULES FOR 2015

## DEFINITIONS

Perry Farmers Market = Market

Certified Grower = an owner, spouse, family member, employee of the grower who grows raw agricultural products; farm has been visited by the Market Manager and received a certificate to display at booth. All products must be grown or produced by the vendor.

Certified Food Purveyors = an owner, spouse, family member, employee of the producer who makes non-agriculture products or value added agricultural products at their home or a certified kitchen; and the kitchen has been properly approved and licensed by the State and visited by the Market Manager and received a certificate to display at their booth.

Certified Crafter = an owner, spouse, family member, employee of the producer who makes homemade crafts. Pictures or items must be shown to the Manager before they can be sold at the Market: and the crafter has received a certificate to be displayed at their booth.

Vendor = shall be defined as the producer of goods sold and shall include the spouse, siblings, children, parents and employees of the applicant who assist in the cultivation of the same property listed in the application under the name of the farm/production facility.

Fees = \$15 per week for Fulltime Members, \$17 per week for Seasonal Members.

Fulltime Member = a vendor that intends to attend Saturdays from March through December (42 Saturdays). Fees may be paid for the year in advance will receive a 30% discount. (May be paid in four installments and must be paid in full by June 1<sup>st</sup>) or paid weekly at \$15 per market. Other payment options available.

Seasonal Member = a vendor who wishes to attend during specific seasons. Fees are \$17 per market.

Reseller = anyone who buys products in order to resell them at a profit.

## MEMBERSHIP

APPLICATIONS: Completed applications for vending will be processed by the Market. Additional information about the applicant and products may be requested before an application can be fully considered. Produce grown or produced at a location not listed in the application cannot be sold at the Market.

No person will be allowed to sell products until their application has been accepted and approved. An application is not completed until fees are paid as defined in the application forms. The Market reserves the right to prohibit anyone from selling at the Market. **The Market with or without cause may revoke privileges.** Upon revocation of privileges, fees paid will be refunded after deduction of the weekly rate. For Fulltime Members, the deduction shall be based on the number of markets which have transpired since the application was approved. If a Seasonal Member has paid in advance, the deduction shall be based on the number of market dates for which the vendor subscribed which have not occurred prior to the revocation.

All farms, kitchens, studios, and work areas are subject to inspection by the Manager to ensure compliance with product guidelines.

If fees due are not paid in full by the final payment date, the vendor will NOT be allowed to set up the following week or any subsequent dates, until the balance is paid in full.

## **VENDOR SPACES**

Fulltime Members will be assigned permanent spaces for the calendar year. Fulltime Members must reapply each year; an approved application from a previous year does not ensure approval in a subsequent year. Fees must be paid as defined in the application forms.

Seasonal members may be assigned permanent spaces for the duration of their seasonal membership.

Space assignments for Non Member Vendors shall be made by the Manager for each market day. The Manager may require a vendor to move from one space to another for any reason.

No vendor shall sublease, sell, share, or permit anyone else to use his or her vendor space.

## **VENDOR ARRIVAL**

Approved vendors with permanent spaces must arrive at the market no sooner than 6:00 am and no later than 7:30am. Unless there is an emergency, a vendor who is unable to meet this requirement must have informed the Manager by 9 pm on the evening prior to the market.

Approved vendors with permanent spaces must notify the Manager by 9 pm the evening prior to the market if they are not planning to attend. Any approved vendor with a permanent space who fails to notify the manager and who fails to attend for good cause more than twice, may not be allowed to attend the subsequent market date. If this sanction is required more than one time, the vendor's membership may be revoked.

On any market day, at 7:45 am any unoccupied permanent spaces will be available for trade by the Manager to qualified Non Member Vendors, unless the Manager has been notified that the Member Vendor will be arriving late for good cause.

All vendors must be in place and ready to conduct business by 7:45 am. If a vendor arrives after 7:45am, they must park in the customer parking area and carry their equipment and product to their vendor space.

## **GENERAL RULES**

There shall be no smoking in and around the market area.

Any pets brought to the market shall be properly tethered and not allowed to run loose.

Inappropriate language or behavior, profanity, or other harassment or abuse toward anyone is prohibited.

Violations of the General Rules may be grounds for immediate and permanent expulsion from the Market.

## **MARKET OPERATIONS**

The Saturday Perry Farmers Market will be open for sales every Saturday from March 7, 2015 through December 19, 2015, from 8am until noon at 1106 Meeting Street, behind the Perry Arts Center. In case of severe weather, the market opening time may be delayed or may be market cancelled.

Tents are not required, but if the Manager feels that a vendor's tent is not in display quality, the vendor will have one week to rectify the problems. If a vendor's tent is not up to display quality a vendor can be turned away until proper conditions have been reached to the Manager's satisfaction. Tents must always be safely secured from unexpected weather events.

It is the responsibility of individual vendors to maintain a clean and healthful condition within their assigned area and to leave that area free of debris. Products should be displayed in an attractive manner. Each vendor shall have a clearly visible sign designating the name of their farm/business.

Each vendor is encouraged to provide scales of demonstrative accuracy (when selling items by weight), display racks, tables, sacks, money for change, and to post prices in full view of the consuming public with lettering and signs being limited to the individual vendor's assigned space and not interfering with another vendor's signage.

The Market requires vendors to truthfully represent their products and operations. Because type of product and cultural practices are important to some customers, the market has brochures available at the Information Table specifying that not all products qualify as "Certified Organic" and suggesting that those interested in organic products question individual vendors concerning their agricultural practices.

Vendors are limited to selling only those items listed in their application which has been approved by the Board. Additional items may be added to a vendors list upon approval by the Manager.

Perry Farmers Market is a food and horticulture/producer market and all vendors must grow or make the product they offer for sale. Whole foods vendors (produce, nuts, meat, honey, dairy, seafood) must grow/harvest 75% of what they sell but are allowed to carry some products from other growers in our region with **express permission of the Manager**. Prepared foods and plant vendors must produce 100% of what they sell. The Market does not allow the reselling of products by non-producers. The Market reserves the right to sell products not grown by the vendors for fund raising purposes.

Each vendor may set his or her own prices. Prices should be set in keeping with customer satisfaction and consideration of other market vendors. Prices must be displayed on the products or on a sign clearly visible to the customers.

#### **MARKET MANAGER**

The Market will employ a Market Manager, whose duties shall include, but are not limited to, collecting fees, assigning daily vendor spaces, supervising the market and other duties.

The Manager has the authority to inspect any vendor's farm by appointment. The Manager may also make random inspections. The primary purpose of a farm inspection will be to determine whether the vendor is, in fact, producing all that he or she is selling at the market and is following natural and sustainable guidelines. Upon notification, the vendor must make all production areas available within three days. Refusal to allow an inspection is grounds for indefinite suspension. A decision regarding the inspection must be rendered within six days from completion of the inspection.

The Manager has on site authority to enforce all rules and any contractual or legal obligations that the Market has entered into. This may include, but is not limited to, requirements for site lease established by the City of Perry, requirements for membership, and any other requirements established by federal, state and local regulatory agencies.

#### **TAXES AND PRODUCT LIABILITY**

The Market is not responsible for product liability or the paying of sales taxes for individual vendors. All vendors shall be responsible for the payment of applicable State and Local Sales Taxes and procuring product liability insurance, a copy of which shall be given to the Manager.

All authorized vendors participating in the Market shall be individually and severally responsible to the City of Perry and Perry Main Street Program for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors negligence or that of its agents and employees, and all vendors hereby agree to indemnify and save the City of Perry and Perry Main Street Program harmless from any loss, cost, damages, and other expenses, including attorneys' fees suffered or incurred by the City of Perry by reason of the vendor's negligence or that of its agents or employees; provided that the vendors shall not be responsible nor required to indemnify the City of Perry and the Perry Main Street Program for negligence of its agents or employees. Each vendor shall carry his or her own product liability insurance and must present a copy thereof to the Manager to be recorded in order to sell at the market.

## MARKET CERTIFICATION PROGRAM

Growers, food purveyors, crafters and any other vendors who have been visited by the Manager receive a certificate to display at their booth. This certificate will correspond with a brochure that is given to all patrons with the purpose of educating and informing market customers on the origin of Market products.

### WHAT CAN BE SOLD

**RAW AGRICULTURAL PRODUCTS:** fruits, vegetables, grains, herbs, flowers, bedding and potted plants. The seller must grow from seed, plugs, cuttings, bulbs, bareroots, and bedding or potted plants. No resale of pre-finished plants is allowed. Vendors selling live plants must have proper licensure from the Georgia Department of Agriculture, and provide a copy thereof to the Manager.

**VALUE-ADDED AGRICULTURAL PRODUCTS:** products made from raw agricultural products grown by the seller that have been processed or any whose sale a government agency regulates; such as jams, jellies, sauces, oils, vinegars, baked goods, molasses, cider and picked out nuts.

Vendors shall abide by all applicable federal, state and local health and agriculture regulations. In addition, they must adhere to federal guidelines on all labels. The Market may request products to be provided for inspection.

**NON AGRICULTURAL PRODUCTS:** farm, garden or food related crafts and value added agricultural products made without raw agricultural products; juried arts and crafts, handmade soap, handcrafted furniture, garden related products, pottery, and similar items. The vendor selling these items must have created these items. These products are admitted at the discretion of the Market.

**ARTS AND CRAFTS:** must be handcrafted by the vendor, be original and exhibit a high level of quality and design. Vendors are prohibited from selling items made from a kit assembly and reselling commercially available products.

**MEAT AND OTHER ANIMAL PRODUCTS:** meats, farm raised fish, poultry, milk, cheese, eggs, honey, wool, leather and other products derived from animals. Vendors must abide by all applicable federal, state and local regulations and inspection regimes. In addition, vendors must adhere to federal and state guidelines on all labels. No live animals shall be sold at the Market.

**DISPLAYS AND SAMPLES:** Food products may be cut, opened and displayed at the market if properly wrapped. Displays and samples cannot be sold. Samples may be given to patrons in accordance with all applicable Health Department regulations.

### MODIFICATOINS

The Market reserves the right to revise the Market Rules and Policies at any time it deems appropriate. Notice of any such changes will be posted at the Information Tent and shall be given in writing to all approved participating vendors.

I agree to abide by the rules and regulations of the Perry Farmers Market, to obtain liability insurance, and any and all permits and licenses applicable to the sale of my products; to assist in the inspection of my garden, farm, work space, studio or kitchen by agents of the Perry Farmers Market; to sell only agricultural products produced in my garden/farm. I further agree not to hold the Perry Farmers Market or its representatives and employees responsible for any damages arising out of the sales of my products or from my presence on the Market site.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_