

# Pine Grove Mills Farmers Market Rules

April 4 2024

## I. GENERAL RULES

### A. Permitted Items for Sale

1. Items permitted for sale shall include locally grown or produced items including fruits, vegetables, plants, herbs, cut flowers, baked goods, honey, cider, beverages, prepared foods, meat, animal products, and approved crafts, or those approved for a SPECIAL EXCEPTION by the Pine Grove Mills Farmers Market (PGMFM) Steering Committee.
2. Supplemental Products: PGMFM vendors are not permitted to sell products other than those that they themselves grow, raise, or produce except with the express approval from the PGMFM Steering Committee. PGMFM vendors in good standing may be permitted to sell fruits and vegetables or other products they source directly from another local producer provided that:
  - a. the item(s) is either not currently sold at the PGMFM or is deemed by the PGMFM Steering Committee to be in limited supply;
  - b. the item(s) is from a local farm or business, which adheres to the same criteria as PGMFM vendors; and
  - c. the item(s) is identified with clear signage including the name and address of the farm/business where the product was grown/produced.

Vendors must complete the Supplemental Product application and submit it to the Steering Committee at least seven (7) days prior to the item being sold at the market. Approval is made at the discretion of the PGMFM Steering Committee and will be granted for a specific time period.

3. Special Exceptions: Special Exceptions to the requirement of local production may be made by the Steering Committee for products not produced locally, such as coffee or seafood.
4. Crafts: Crafts are subject to approval by the PGMFM Steering Committee and must be handmade by the vendor.
5. Preserves: Preserved items such as jams, jellies, sauces, canned goods, etc. must be homemade. Vendors are encouraged to use as much local product as possible. The amount of local product used may influence acceptance of the product or vendor into PGMFM.
6. Baked Goods: Baked goods must be produced from scratch by the vendor. Vendors are encouraged to use as much local ingredient as possible. The amount of local ingredients used may influence acceptance of the product or vendor into PGMFM.
7. The Steering Committee encourages the use of biodegradable products for serving and packaging.

## **B. Market Fees**

1. The PGMFM Steering Committee will review vendor fees each year. After such review, fees may be adjusted for the next market season.
2. Vendor fees must be paid by the date specified on the vendor application, or the first day of market season, whichever comes first.
3. Approved special event-only vendors will pay a fee to sell only during a special event at the PGMFM. Such fee must be received at least fourteen (14) days prior to the event. Special event vendors are excluded from the mandatory attendance rules of regular season vendors. Special event vendors must comply with other rules and regulations of the PGMFM. Event-only vendors are not permitted to sell any items that directly duplicate products sold by regular season vendors.
4. Current fee schedules are available from the Market Manager.

## **C. Market Schedule**

1. Market begins in June and continues through September.
2. Vendor attendance at the market is mandatory. Vendors will be limited to two (2) excused absences per market season. Vendors must contact the Market Manager about a planned absence at least one (1) week in advance of the date of absence so customers can be informed via Facebook and email. Excessive absences by vendors hurt the market and the customers. In the event of illness or unforeseen emergencies, the vendor should inform the Market Manager of their absence as soon as possible. Unexcused absences or late notice of an absence (less than 48 hours before market opens) will result in a review by the vendor committee and may result in the termination of the vendor's participation in the market and forfeiture of fees collected.
3. All vendors must be at their designated spot at least 15 minutes prior to the market's opening time, vendors not at their spot will be considered late. It is understood that vendors may require up to one hour for setup. Market management will keep a log of late arrivals and provide written warnings to the vendor for each instance of tardiness. After two (2) late arrivals the issue will result in a formal written warning and any further late arrivals will be brought before the PGMFM Steering Committee and may result in the termination of the vendor's participation in the market and forfeiture of fees collected.
4. Vendors are required to remain set up until the designated closing time unless prior permission to depart early has been acquired through the Market Manager. Leaving the market prior to the designated closing time may result in immediate loss of vendor's privilege.
5. Vendor parking is available in designated parking lots as assigned by the Market Manager. Vendors are not allowed to park non-stand vehicles in St. Paul's lot as to keep more spaces open for customer parking.

#### **D. Vending Space Assignment**

1. After all required licenses have been obtained and all market fees have been paid as specified above, the vendor will be assigned a space in the market. A vendor's space is not guaranteed year-to-year.
2. New vendors will be assigned spaces that are available in such a way as to create a good product mix.
3. A maximum of two vendors may apply to share one vending space. Both vendors must complete an application form, although only one fee for the season is required to be paid. Both vendors are required to follow all the rules of the market.
4. A single vendor may not purchase more than two vending spaces.

#### **E. Educational and Community Activities**

1. Space may be made available free of charge for pre-approved market, educational, or community promotional activities as needed.
2. There will be a maximum of two community table participants per week.
3. Priority will be given to community groups that sponsor the market.
4. Priority will be given to groups that are in and/or benefit Pine Grove Mills.
5. Community groups may sell items but must conform to market By-laws regarding items permitted for sale.
6. Groups must bring a 10x10 tent and ballast.
7. If the non-profit is animal related, animals are permitted on site (no sale of live animals)

#### **F. Operation of Market Stands**

1. Vendors have the right to operate their stands as they choose after meeting the following minimum standards:
  - A. Vendors are required to have a tent. Vendors must ensure the safety of their display and tent. Tents must be weighted down securely at all times.
  - B. Vendors are required to have a sign clearly listing the name and address of their farm/business.
  - C. Signage at vendor stands is limited to business and product related matters. The Market Manager must approve any other signage. As outlined below, section G. Regulatory Compliance, only certified organic vendors may use the word organic in signage.

- D. Vendor attendance at the market is mandatory. Vendors will be limited to four (4) excused absences per market season. Vendors must contact the Market Manager about a planned absence two (2) weeks in advance of the date of absence so customers can be informed via Facebook and email. In the event of illness or unforeseen emergencies, the vendor should inform the Market Manager of their absence as soon as possible. Unexcused absences may result in the termination of the vendor's participation in the market.
- E. By majority vote of the PGMFM Steering Committee, individual vendors may be approved for a different but regular attendance requirement as in the case of a single crop grower (e.g. strawberries, mushrooms, corn, etc.)
- F. Vendors will strive to sell only products of the highest quality and freshness in keeping with the market's desired image.
- G. All vendors are responsible for cleaning up their market site at the end of the market day.
- H. Prices for all items on display must be clearly marked with individual price tags, signs or large legible signboards.
- I. Vendors are not permitted to bring pets
- J. Vendors are not permitted to amplify sound from their booth.
- K. Trash – vendors will take their own trash at the end of market days.

2. Weather Policy: Pine Grove Mills Farmers Market is a "Rain or Shine Market." Since this is a community project advocating for local farmers and producers, we will take the position that if the weather presents challenges, the Market Manager, in consultation with the vendor representatives, will decide whether to be open, suspend operation until the storm passes, or close completely. If the market is to be closed for the entire day, every attempt will be made to notify vendors by noon that day.

## **G. Regulatory Compliance**

1. Vendors are personally responsible to be in compliance with all applicable local, state and federal regulations. These include, but are not limited to:
  - Pesticide licensing and safe use
  - Certification of scales by the department of weights and measures
  - Organic certification for products claimed to be grown organically
  - State sales tax collected as required
  - Health and labeling regulations that apply to preserves, honey, cider, baked goods, canned goods, eggs, dairy products, meats, etc.

## 2. Organic Labeling & Production Methods:

- All items sold as organic must meet the requirements of the National Organic Program. Sellers of organic items must have a current copy of their certification on file with market management as well as with them when selling at the market. Only certified organic growers may display signs using the word organic.
- Other producers that are not certified organic are welcome to verbally inform consumers about their growing practices but may not use the word organic on signage. Per the National Organic Program, written claims with the word organic by growers who are not certified are illegal. All verbal or written claims must be honest and accurate.
- If a vendor makes any other statements requiring third party verification (including, but not limited to, Certified Naturally Grown, Kosher, Food Alliance Certified, Animal Welfare Approved) copies of that certification must be provided along with the vendor application or to the Market Manager if certification occurs mid-season.

H. Dogs are permitted at the market if on leash, under control of owner and cleaned up after.

## II. MARKET STATEMENT AND VIOLATIONS

### A. Market Statement

The PGMFM is a producer focused farmers market. This is a guarantee to the consumer that the market is comprised of local farmers and producers selling only what they grow on their farms or produce locally, or that is permitted via SPECIAL EXCEPTION. The PGMFM Steering Committee reserves the right to select two members of the Committee to inspect vendor facilities to verify the producer status of market vendors.

### B. Submitting a Complaint

1. Any complaint against any vendor regarding the origin of their produce or products, violations of market rules or any other matter, must be directed to the attention of the Market Manager in writing. A formal grievance will then be brought before the PGMFM Steering Committee for discussion.
2. No vendor may inappropriately approach, intimidate, or question the selling, growing or production practices of another vendor.
3. Vendors may submit a complaint jointly.

### C. Complaint Resolution

1. Upon receipt of a written complaint, or evidence of reselling, the Market Manager will bring the complaint before the PGMFM Steering Committee.
2. The PGMFM Steering Committee will determine if there is a need to schedule a facility inspection or in the case of a crafter, request a demonstration before the Committee.

3. If the PGMFM Steering Committee deems there is sufficient evidence that the vendor is not producing the products in question, the vendor will receive a written warning and be asked to immediately remove said products.
4. Failure to comply will result in expulsion from the market.

#### **D. Vendor Behavior and Harassment Policy**

1. The Pine Grove Mills Farmers Market has a zero-tolerance policy toward discrimination and all forms of unlawful harassment. Vendors are expected to behave in a professional manner and treat other vendors, customers and PGMFM volunteers with respect.
2. All vendor concerns should be brought to the attention of the Market Manager. Any vendor who engages in any form of discrimination or harassment, including sexual harassment, will be subject to corrective action up to and including immediate dismissal from the market.

#### **E. Disciplinary Procedures**

If a vendor violates a market rule (excluding the Vendor Behavior and Harassment Policy described separately) the Market Manager will issue a written warning to the vendor. After one (1) written warning the vendor's case will go before the PGMFM Steering Committee for review. Repeated failure to adhere to any of the market rules and regulations may result in suspension from the market or immediate termination of participation in the market without refund of fees. The terminated vendor may apply in writing within seven (7) calendar days for re-entry. The PGMFM Steering Committee will consider the request within two (2) weeks of receipt of the request and respond within 21 days of receipt of the request. A two-thirds 'yes' vote by the PGMFM Steering Committee is required to reinstate.

### **III. LIABILITY AND INSURANCE COVERAGE**

Although St Paul Lutheran maintains insurance, the PGMFM does not provide any insurance to cover activities of vendors, their employees or agents.

#### **A. Liability Insurance**

Each food vendor must carry a minimum of \$1,000,000 worth of liability insurance.

#### **B. Insurance Riders**

All vendors must provide insurance riders naming Saint Paul Lutheran Church as additionally insured for the duration of the market season (Thursdays: June through September).

#### **C. Proof of Coverage**

Market management must receive proof of such individual insurance coverage each year prior to the start of the season or the vendor will not be allowed to participate in the market. Market management will notify vendors each year of the deadline for submitting their proof of insurance.