



## **Ashe County Farmers Market Policies and Procedures**

Revised February 26, 2020

### **Member Qualifications**

The Ashe County Farmers Market (ACFM) membership is made up of three categories: Grower/Producer, Value-Added Product Vendor, and Arts and Crafts Vendors. Membership is open to Ashe County residents and residents of those counties that are contiguous to Ashe County: Alleghany, Wilkes and Watauga counties in NC, Grayson Co., VA and Johnson Co., TN. All members must grow or make their products themselves; no resale of any items is allowed.

Vendors interested in selling their products at ACFM must fill out a Vendor Registration Form and a Product Information Form. Once these required forms and all membership fees have been submitted and accepted by the Market Manager, the vendor then becomes eligible to participate in all ACFM events. At the time of registration, a copy of the ACFM Policies and Procedures will be given to all members and these rules must be followed by all vendors. The Vendor Registration Form, Product Information Form and the Policies and Procedures can be obtained from the Market Manager at any Market Event or from the Market's website: [www.ashefarmersmarket.com](http://www.ashefarmersmarket.com). We do not prorate fees for late season applications nor give refunds for any reason.

### **Eligible Products to be sold at the ACFM**

1. 100% of all produce (e.g. fruit, vegetables, honey, eggs) sold at the market must be produced by the member.
2. 100% of all plants (e.g. cut flowers, shrubs, trees, rooted materials) sold at the market must be grown by the member. The purchase of plant starts, plugs or bare root plants is allowable providing the grower maintains these plants for a minimum of 30 days with the intent to sell them at the market only after growing the plants to an appreciably larger size, requiring the investment of both time and materials on behalf of the grower.
3. 100% of the value added, prepared or processed foods sold at the market must be made by the member and feature primarily fresh, locally grown seasonal

ingredients. It is the responsibility of the vendor to know and comply with all State and/or Federal Regulations that pertain to their products. All documents required for the production of these items for sale must be on file with the Market Manager (including a Kitchen inspection, a well test and proof of completion of a Low Acid class where required by the State).

4. Baked goods must be fresh and prepared locally by the vendor. Baked goods must be clearly labeled with the baker's name and address and the complete list of ingredients and be prepared in compliance with state law in a certified kitchen. A kitchen inspection and a water test must be on file with the market. Individual pieces of a baked product must be cut and wrapped prior to setting up at the Market.
5. 100% of the meats sold at the market must be produced by the member. A copy of the member's NCDA Meat Handler's License must be on file with the Market Manager.
6. All Arts and Crafts items must be handmade by the member and must qualify for sale as outlined in the Arts and Crafts Guidelines detailed later in this document.
7. Specialty products, such as food and non-food value-added products not covered elsewhere in this policy; including but not limited to items such as soaps, lotions, essentials oils, specialty olive oils and vinegars, candles, locally roasted coffee, may be accepted on a limited basis and must be produced by the vendor and be attractively packaged and labeled with a complete list of ingredients. Admittance to the market as a vendor of specialty products is subject to Board approval. The priority for acceptance will be given to vendors of specialty products who incorporate locally harvested or grown plant or product materials into their specialty products. Specialty products that enhance the market's product diversity and meet customer demand without duplicating existing product offerings comprised of primarily local ingredients are given priority. The decision of the Board whether or not to accept these products is final.
8. In order to ensure balance and a vibrant market, the Board of Directors can use discretion in allowing new products to be sold at the market.
9. Organic label: Growers using the label "Organic" in any representation of their product must have a copy of their Organic Certification on file with the Market Member. If a grower sells less than \$5000 worth of produce annually, that individual may use the term "Organic" in describing their produce only if they have signed the "Small Scale Organic Growers Declaration of Exemption from Certification" form. A copy must be on file with the Market Manager.

10. All vendors must use only truthful and accurate descriptions to market their products (e.g. Sugar-free, Organic).
11. To initiate an inspection of the farm or business of another Market vendor, any ACFM member in good standing may make a written request to a Board Member or to the Market Manager. This member may remain anonymous. The Board reserves the right to conduct random visits to any vendor's farm and/or business throughout the season.
12. Because we are a farmers market first, with a focus on selling fresh, local seasonal produce grown and produced by farmers within our defined vendor area, our farmers have space priority. We do offer a limited number of spaces to artisan/craft vendors, with an effort to maintain at minimum a market comprised of 60% farmers to 40% craft vendors selling only craft products, which includes specialty product vendors. The Board of Directors reserves the right to make vendor decisions that they deem to be in the best interest of the market.

## **Definitions**

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| <b>Vendor</b>                      | Market Member  |
| <b>Market Day:</b>                 | Saturday, Christmas in July, and Holiday Market.   |
| <b>Market Season:</b>              | All of the Market Days that occur within a single calendar year.   |
| <b>Permanent Space</b>             | Assigned space under the Market's shelter that a vendor may use throughout a given season and for which the member has paid an annual fee. |
| <b>Grass Permanent Space (GPS)</b> | Reserved space on the grassy hill behind the Market's shelter for which a member has paid an annual fee.                                   |
| <b>Unassigned Space</b>            | A space under the Market's shelter that has not been assigned to a current vendor.   |
| <b>Open Assigned Space</b>         | A space under the Market's shelter that is available on a Market Day when the vendor with that assigned space is not present.              |

**Seniority**                    The number of consecutive years that a vendor has been an active member of the Farmers Market.

**Attendance:**                Setting up with products by 8:00 am and staying until 1:00 pm on Market Days (hours vary with the Holiday Markets and Christmas in July event).

### **Market Space Assignments**

Permanent spaces under the Market's shelter assigned to a vendor are retained by that member as long as they remain members in good standing with the ACFM.

All members with assigned Permanent Spaces must complete Market Registration and pay annual dues for their space by the March Market Expo in order to retain their assigned space for the Market Season.

The Board of Directors will convene in a timely fashion after the March Market Expo to complete Permanent Space assignments. In cases where more than one vendor has equal seniority, a lottery among those vendors will be conducted. All Market Members who wish to be assigned a Permanent Space, or change their assigned space, are welcome to come to this Special Board Meeting, or send a representative.

Sharing of a permanent vendor space shall be limited to two vendors. If one of these vendors leaves, the other vendor may retain the permanent space if their seniority status is equal. If the vendors are not of equal seniority and the vendor with the higher seniority leaves, the space will be considered open and will be re-assigned based on established seniority policy.

Any two vendors with permanent spaces may swap those spaces contingent upon written notification signed by both parties and presented to the Board of Directors or the Market Manager.

Each space must be cleaned at the end of each Market Day by the vendor or their designee.

### **Parking & Set Up**

The hours for regular Market Days are 8:00 am until 1:00 pm. Vendors with assigned spaces are to arrive between 6:30 and 7:30 am. If vendors with Permanent Spaces do

not arrive by 7:30 am, they forfeit their use of their assigned space for that day, unless they have received prior approval from the Market Manager for late arrival.

Permanent Space vendors who will be absent from the Market on a Saturday should notify the Market Manager by phone or e-mail by 5 pm Thursday evening. This will allow the Market Manager to plan to allow other vendors to use that space. The filling of unassigned spaces will be based on a first-come, first-served basis on the Market Day.

Setting up for sales is to be completed by 8:00 am, when the Market opens to the public. All vendors must be in their spaces by 7:30 am. Anyone that sells out before the closing of the Market, may leave the Market for the day at that time. Also, a vendor has the discretion to leave at Noon, if they feel their product is affected by the weather or any circumstance and/or they need to return to their farm to continue their work for the day. Of course, all vendors must exercise caution and safety when leaving early. The Market Manager has the right to close the Market early due to inclement weather or other concerns.

### **Food Truck Procedures**

1. Food truck vendors are expected to comply with all Market Policies and Procedures
2. Food Trucks using gas generators will be responsible for noise and exhaust control while on site. Generators will need prior Board approval. Food Trucks will not be able to access Market electricity.
3. Food Truck operators will supply their own trash can and are responsible for site cleanup and trash removal after closing.
4. It is up to the discretion of the Manager to assign spaces, based on space availability, weather and/or other circumstances that could be detrimental to the grassy area. Food trucks will consult with the ACFM Market Manager upon arrival for parking assignment for each Saturday.

### **General Provisions**

1. Consumption of alcoholic beverages and smoking are prohibited at the Market.
2. No pets are allowed under the shelter at the Market with the exception of service animals.
3. The Market prohibits all public electronic displays or loud, disruptive music during Market hours.

4. Vendors must be in compliance with all sales tax guidelines prior to selling products at the Market that are subject to sales tax.
5. Vendors, or their designees, must be present with their products during Market hours.
6. Clearly marked prices are encouraged to be on every item that a vendor sells. This is mandatory if that vendor accepts WIC (Women, Infants and Children) or Senior WIC coupons.
7. The Market Manager, with a Board member present, has the right to ask any vendor who persists in violating a rule or behaves in a disruptive manner, to leave the Market.
8. There will be no communications or agreements among members to raise, lower or fix prices for items sold at the Market.
9. No loud hawking of Market items is allowed by any vendor.
10. No vendor may verbally or physically harass a fellow vendor or customer.

### **Penalties**

Failure to comply with the above guidelines may result in the following penalties:

1. First Violation: The Market Manager will issue a verbal warning to the vendor about the rule infraction and ask the vendor to correct the situation immediately. The Manager will inform the Board regarding this violation.
2. Second Violation: Written reprimand from the Board and a \$25 fine. Members won't be allowed back at the market until this fine is paid.
3. Third Violation: Two week suspension from vending at the Market.
4. Fourth Violation: Expulsion from the Market for the remainder of the season. No monetary refunds will be granted to any vendor upon suspension or expulsion from the Market.

### **Samples**

Offering samples to the public of farm produce is encouraged. It is permitted if the vendor complies with the following rules.

1. Samples must be prepared using sanitary methods, including washing of whole produce before cutting into samples, using clean cutting utensils and cutting surfaces, and wearing clean plastic gloves when cutting.
2. Convenience items such as toothpicks and napkins must be supplied as needed.
3. Samples must be kept in clean and covered containers.
4. Appropriate waste disposal containers must be provided.
5. Samples must be free and not associated with any appeal for contributions or donations.
6. Cheese samples must be from a USDA certified cheese producer.

### **Member Feedback and Communication to the Board of Directors**

All complaints must be presented, in writing, to a Board member or the Market Manager, and signed by the member with their name, address and telephone number.

All vendors are encouraged to make suggestions or comments about the Farmers Market to any Board member.

Membership may be terminated by a majority vote of the Board of Directors for good cause, and after allowing all parties the opportunity to be heard. No refunds will be given to terminated members.

### **Event Rules**

Public support is essential for the growth and success of the Farmers Market. In this regard, each vendor essentially serves as a representative of the Market. Proper respect for others includes appropriate dress and decorum. Avoid the use of controversial messages, such as political or religious statements, on merchandise, displays or T-shirts.

Complaints from the public are to be presented immediately to the Market Manager, who will handle them in accord with policies set by the ACFM Board of Directors.

Accidental injuries are to be reported immediately to the Market Manager, the ACFM President or an Officer of the Board. Written reports are required, as some must be reported to the ACFM insurance carrier.

### **Liability**

The Ashe County Farmers Market is a nonprofit corporation, with limited financial resources. It has purchased a comprehensive general liability policy to protect everyone who participates in Market Events against accidental injuries. The policy does not cover product liability, and each food vendor is advised to purchase insurance to cover that risk.

### **Hold harmless and indemnification**

The Ashe County Farmers Market vendors and other participants agree to take part in the market at their own risk and will not hold the Market, its directors, officers, agents, employees, sponsors or site owners responsible for any legal or financial liability resulting in the participation of thereof all as required by and as more fully set forth hereinafter in the "Hold Harmless Provisions" section of the application.

### **Guidelines for Crafts**

Handmade arts and crafts will be admitted as Market products only after a registration process, which includes a review and approval by a Crafts Jury. The Crafts Jury will be made up of community artisans who are not members of the ACFM. Jurors will have a 3 year volunteered term. The terms will be staggered to ensure continuity. The jurying process will be anonymous to the crafters presenting their crafts, however, the Board will be informed of the jurors and will be available to them to verify craft criteria. Beginning this year (2018) one and for the following 2 years one of the original jurors will be replaced and their replacement will serve a 3 year term.

The Crafts Jury will notify the Market Manager of the status of the juried items, (whether the item has been approved or not.)

There will be at least one Crafts Jurying event scheduled each Market Season. Items are judged on the basis of craftsmanship, artistic merit, and aesthetic value.

The Board will make the final determination whether or not to admit a new Individual to the Market membership. Once an item is accepted by the Crafts Jury and the Board, no subsequent jurying process is necessary. Existing Arts and Crafts vendors must submit a new craft item to the Crafts Jury before adding that item to their offerings at the Market.

The Market Manager will keep the original photos of individual approved products on file. To support the Market in its continued vision, the Market Manager will take photographs each year of displayed products by individual vendors and have on file to compare with submitted approved crafts.

### **Specific Crafts Criteria:**

1. All crafts must be hand crafted by the vendor.
2. Crafts must be the product of a home or cottage type industry, using a personal type of technology rather than an industrial type of production. To be considered “hand crafted”, the item must show evidence of manual skills obtainable only through a significant period of experience and dedication. Examples of unacceptable items would be, but not limited to: computer-aided design, tracings of paint by number, ceramics or pottery from commercial molds, wood carvings using duplicating machines, kits in any form and any other items that do not reflect originality of design.
3. All crafts must be of quality workmanship both in quality and design.
4. Written works by the member are acceptable.
5. Musical recordings must be from performances by the member or a group that included the member.
6. The Market Manager has the discretion to immediately remove any craft item that he/she considers objectionable. The Board of Directors must review the Manager’s decision within two weeks and make an official ruling on the matter.

7. Vendors who only sell arts and crafts items (i.e. no additional farm goods) must be full or part-time residents of Ashe County. Items must be produced in Ashe County.

**Farm crafts** are value added farm products produced predominately from materials grown or harvested by the crafts person. These crafts do not have to be juried by the Crafts Committee unless the nature or property of the product is altered. It then falls under the craft criteria and must be juried. Farm crafts must be produced from an Ashe County Farm. (If Board agrees to separate out farm crafts, then a guidelines/or examples will need to be clarified to give to Market Manager to follow).

### **Social Media**

The Market Manager, and any other designated administrator, will have the responsibility of keeping the ACFM's website, [www.ashefarmersmarket.com](http://www.ashefarmersmarket.com), updated with accurate information about the Market and Market vendors. These updates will include, but not be limited to, the immediate removal of any out-of-date information (e.g. announcements for past events) as well as the addition of announcements of upcoming events at least 3 weeks prior to the dates for those events. The list of Market Vendors shall be kept current and previous vendors who have not registered for the season will be removed from this list at the beginning of the current market season.

Any ACFM member who requests additions, deletions or changes to the information on the ACFM website should contact the Market Manager, or any Board of Directors member, and submit their request in writing or by e-mail. The Market Manager, or administrator, will make these changes in a timely fashion after the request is approved by the Board or ACFM President.

Other forms of Social Media will be kept updated by a designated Social Media Director.