Greensboro Farmers Market Vendor Guidelines

*October 25, 2016*

**Greensboro Farmers Market, Inc. Mission**

Greensboro Farmers Market, Inc. (GFM) provides citizens of Greater Greensboro with opportunities to purchase and learn about local foods and crafts while interacting with producers and each other in a friendly and diverse social setting. In so doing, GFM encourages and supports growth of local foods and artisan goods businesses to improve Greater Greensboro’s economy, support better health through healthy eating and build social and community connections.

**1. Introduction**

Greensboro Farmers Market (GFM) is a 501(c) (3) non-profit organization. The Greensboro Farmers Curb Market (Market) is a facility of the City of Greensboro managed, operated under contract, by Greensboro Farmers Market, Inc. GFM is committed to operating the Market with integrity and transparency, promoting the success of our vendors, and ensuring an optimal shopping experience for customers.

GFM is committed to complying with all applicable food safety regulations and to adhering to all applicable nondiscrimination and accessibility requirements. The Vendor Guidelines are intended to help us meet those commitments by defining the Market rules and detailing what Vendors are required to do to sell at the Market. Vendors are required to agree in writing that they have read, understand, and will comply with these Vendor Guidelines.

**2. Definitions**

**Board of Directors**: Volunteers who set Market policy and strategy in accordance with the GFM By-laws. The Board of Directors is composed of Vendor and community representatives.

**Community Tables:** Tables reserved byorganizations conducting outreach and/or educational work that is determined by Management to be consistent with GFM’s mission. No products may be sold at a Community Table.

**Local:** grown or produced within 100 geographic miles of the Market and seafood whose point of origin is North Carolina, South Carolina or Virginia.

**Management**: GFM’s Executive Director and delegates who manage day-to-day Market activities.

**Market Building:** Located at 501 Yanceyville Street, Greensboro NC 27405 and owned by the City of Greensboro. Market areas are leased by GFM from the City of Greensboro. They encompass all spaces where Vendors sell their goods, designated offices, hallways, and parking lots including the grass covered lot on Homeland Avenue.

**Vendors**: People who operate independent businesses that meet the eligibility requirements found in Section 3 of these Vendor Guidelines. There are three general types of Vendors: Farmers, Food Artisans, and Craft Artisans. GFM is committed to having Farmers comprise at least 75% of the total number of Vendors who rent tables annually, with Food Artisans and Craft Vendors combined comprising no more than 25% of the total number of such Vendors.

**Farmers:** growers/producers who “produce” any of the following: vegetables, fruits, mushrooms, herbs, grains and nuts, dairy products, eggs, meat and meat products, flowers and plants, honey, firewood, compost, and worm casings.

**Food Artisans**: producers of baked goods, ground grain products, jams, jellies, pickles, preserves, sauces, spices, and beverages.

**Craft Artisans**: Producers of arts and crafts, not including items made from kits.

**Representatives**: Vendor employees or assistants listed on the Vendor’s applicationwho sell goods produced by the Vendor, at the Vendor’s table, on behalf of the Vendor.

**Annual Vendor**: Approved Vendors who have reserved table(s) for an entire-one year period.

**Daily Vendor**: Approved Vendors who reserve table(s) for one day at a time.

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**Vendor Advisory Committee (VAC):** Vendors who have been elected by their peers at the annual Vendor meeting to advise Management and the Board of Directors on issues important to the Vendors. The VAC also reviews new Vendor applications and makes recommendations on admission to sell at the Market. Vendors on the VAC serve for a two-year period.

**3. Eligibility Requirements**

In order to be eligible to sell at the Market, Vendors are required to:

1. Submit a written application and non-refundable $50 application fee to GFM, providing a complete description of the food and/or craft items the Vendor plans to sell. Copies of the application form and instructions are available at the Market Information Desk and at GSOFarmersMarket.Org.
2. Pass a Management inspection of their farm(s), leased lands, and/or processing location.
3. Comply with all applicable laws and regulations governing the production and sale of their food and/or craft items.
4. Submit a copy of their Producer’s Certificate and any other certification related to the products they sell, including pictures of craft items, if applicable. (*See Certifications, Section 4 below*)
5. Sign a written agreement with GFM committing to comply with these guidelines and the other terms and conditions related to the privilege of selling at the Market.

**4. Certifications**

1. All farm Vendors selling produce must provide a copy of their Producer’s Certificate at the time of initial application. If there are changes to the types of items produced or foraged, an updated Producer’s Certificate must be submitted to Management.
2. Vendors advertising and selling organic products must submit a copy of their current USDA organic certification.
3. Vendors selling meat must submit a copy of their meat handler’s registration from the North Carolina Department of Agriculture and Consumer Services (NCDACS)
4. Vendors selling dairy products for human consumption must submit a dairy license from NCDACS.
5. Raw milk and products made from raw milk must be clearly labeled as “not for human consumption.”
6. Prepared food items, meat, cheese, and fish sold must meet state and local health inspection and certification requirements.
7. Vendors selling any acidified foods such as pickles must have completed appropriate courses and prepared such foods at approved sites

**5. What Items May Be Offered for Sale**

1. Only items listed on the Vendor’s application may be offered for sale at Market.
2. Vendors may amend their application by submitting an Application Revision Form listing any additional items to be sold but Vendors are not allowed to sell those additional items until after they have received written approval from Management. Application Revision Forms are available at the Market Information Desk and at GsoFarmersMarket.org
3. When additional items are added to a Vendor’s application, another inspection may be required by Management.
4. With the exception of the items listed in paragraph 5, the items being sold must be grown or processed by the person selling it or by his or her representative.
5. Vendors at the Wednesday Market may sell goods for another Market Vendor who is not at the Wednesday Market if all of the following conditions have been met: a) both Vendors have met all of the Eligibility Requirements in Section 3; b) the Vendor who is offering the goods for sale must modify his or her application to include the other Vendor's items that he or she will offer for sale at the Wednesday; c) the Vendor who is offering the other Vendor’s items for sale must have written approval from the Management prior to the Wednesday Market, and d) there are no other Vendors at the Wednesday Market who are selling the same type of items.  The purpose of the exception is to increase the variety of products offered at that the Wednesday Market. This exception does not apply to the Saturday Market.
6. CSA distribution is encouraged in the Market. Products in CSA bags should be consistent with what was listed on the Vendor’s application.

**6. Restrictions on Selling Locations**

1. Vendors may not sell from parking lots unless authorized to do so by Management. Outdoor selling spaces are determined and assigned by Management.
2. Vendors may not sell within one half mile of the Market for a period of two hours before and after Market hours.

**7. Product Pricing**

1. Vendors set prices for their products and must display prices for all products on their tables.
2. Display of pricing is part of the regular Table Inspection Process.

**8. Labeling**

1. Vendors are expected to know, understand and comply with all regulatory requirements governing the labeling of their products.
2. The information on labels must be accurate and complete. Vendors are prohibited from making any false or misleading claims about their products including claims about the methods of farming or processing; e.g., “chemical free,” “organic,” “free range,” etc.
3. Meat products processed by someone other than the Vendor must be labeled with the processor’s name and contact information
4. Vendors will ensure that signage and/or labeling of products clearly states the location from which the product originates and the price of the products being sold.

**9. Tables, Equipment and Signage**

1. Table space is non-transferrable.
2. Management will assign table locations. Although Management will attempt to honor Vendor requests for specific table locations, it is not always possible to do so. Management has discretion to change table locations.
3. Requests for changes in Vendor status from Daily Vendor to Annual Vendor or table location must be made to Management in writing by September 1 for the following calendar year.
4. With the exception of Annual Vendors who have had more than four tables since 2012, Annual Vendors will only be assigned four tables at annual table rates. Requests to use more than four tables will be granted based on availability and upon payment of the appropriate daily table rate fee (see Section 10 for table rates.)
5. Vendors must post signs identifying, at a minimum, the name and location of their businesses, the products offered for sale and the prices of those products. Vendors who sell products from multiple farm locations must have signs or labels that clearly indicate the farm location from which the products originate.
6. Vendors must provide their own scales and measures. Scales must be certified annually by NCDACS Division of Weights and Measuresand must display the certification. The display of NCDACS scale certification will be part of the annual inspection process.
7. Management provides carts that Vendor can use to transport product and equipment into and out of the Market. Carts cannot be used during Market operating hours and cannot be used for storage at any time without permission from Management. Vendors who use the carts must return them to the designated areas.
8. Vendors who sell product from multiple table locations must have a sign at each table location.
9. Vendors will ensure that their signs/displays do not obstruct customers’ views or access to other Vendors.
10. When the Market Building is used for special events which require all Vendor signs/displays be temporarily removed, the Vendors must remove their signs/displays before the special event. Failure to remove signs/displays will result in a fine.

**10. Fees and Table Rates**

1. The application fee for a new Daily Vendor is $50.
2. The Vendor Renewal Application Fee for both Annual and Daily Vendors is $35.
3. Annual Table Rates:

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| --- | --- | --- | --- | --- | --- |
| Tables | First | Second | Third | Fourth | More than 4 |
| Wall | $260 | $280 | $290 | $300 | $300 |
| Center | $225 | $240 | $250 | $260 | $260 |

4. Daily Table Rates:

* 1. Saturday Market: $25/table for each of the first 10 days of use, $15/table for each day of use after that.
  2. Wednesday Market: $10/table for each of the first 10 days of use; $5/table for each day of use after that.
  3. Total daily rental per table for any vendor will not exceed 125% of annual center table rental or $280.

1. Outdoor Table Rates:
   1. $25 per day per quarter carport 10 x 10 Daily vendor
   2. Annual Vendors wishing to vend outside must reserve 2 tables
   3. $25 per 10x10 pop up tent provided by Vendor on lawn or adjacent areas
2. Use Restocking Space and Refrigerator
   1. Restocking: $200
   2. Refrigerator or Freezer: $50
   3. Restocking spaces are available at Management’s discretion for high volume farmers.
3. Table Fees for Annual Vendors must be paid in full by December 31 or elect a deferred payment plan with second payment due June 1, 2017. Semi-Annual or Monthly Payments may be allowed on a case-by-case basis but only if the Vendor pays a $25 processing fee and has signed a Deferred Payment Agreement. All table fees must be paid by June 1, 2017. Late payment charges will be assessed at $25 per week. Late fees and outstanding table fees must be made before returning to sell at market. Failure to pay by July 1 may also result in loss of table status.
4. There are no refunds or pro-rations of use of table payments under any circumstances.

**11. Attendance**

1. All Vendors must be set up to sell at their tables no later than 15 minutes prior to Market opening.
2. If a Vendor arrives later than 15 minutes before the Market opens without prior notification, the Vendor may be denied admittance.
3. Each Vendor must stay until Market closes unless Management gives approval to leave earlier.
4. Vendors who leave with permission before Market closes because they have sold out must place a “Sold Out” sign on their table. Vendors are encouraged to bring product to sell for designated market opening.
5. Vendors must leave the Market no later than 60 minutes after the Market closes.
6. Annual Vendors must attend a minimum of seventeen Saturdays to retain status as an Annual Vendor.
7. Annual Vendors should inform Management by phone or email of anticipated Saturday absences no later than noon on the Thursday before the Market.
8. The Management reserves the right to close the Market due to inclement weather or at the direction of the City of Greensboro.

**12. Parking**

1. Vendor unloading near Market doors is limited to 15 minutes.
2. After unloading, Vendors shall park at War Memorial Stadium or the Homeland Avenue gravel lot on Saturdays.
3. On Wednesdays, after unloading, Vendors may park in the War Memorial Stadium or the Homeland Avenue gravel or the west end of the Lindsay Avenue lot.
4. Special needs Vendors should consult with management for parking consideration.

**13. Safety and Sanitation Requirements**

1. Each Vendor is responsible for keeping tables and surrounding space clean and for ensuring aisles and walkways are clear during Market hours.
2. Vendors must ensure that Vendors’ and representatives’ clothes, coverings, coolers, fixtures, and displays are kept clean and in good condition.
3. At Market closing, Vendors must clean their tables and areas completely, including removing all discarded produce, food, or plant material to the dumpster.
4. No water or ice that has come into contact with dairy, meat, fish or raw milk may be deposited or allowed to drain on Market premises including parking lots and nearby creeks.
5. Vendors may not leave perishable goods at tables or in storage areas other than the cooler when the Market is closed.
6. Vendors are encouraged to use common amenities such as sinks, cooler, and storage space but must thoroughly clean common amenities after use.
7. Vendors must label any of the items they leave in common areas.
8. Vendors who bring children must ensure that the children are supervised.
9. Children younger than 16 cannot be left alone to work at a table.
10. Except for authorized service animals, no animals are permitted in the Market.

**14. Professional Conduct**

1. Vendors will foster goodwill, respect and cooperation in all dealings with each other, customers, and Management.
2. The following is prohibited while at the Market:
   1. Disruptive, abusive or offensive behavior or language;
   2. The use of or being under the influence of alcohol or illegal substances;
   3. The possession of firearms or other weapons;
   4. Smoking within 100 feet of Market facility entrances.

**15. Solicitation and Petition Policy**

1. No petitions pertaining to activities unrelated to the Market can be displayed or offered for signature at the Market.
2. Solicitation is only permitted at the Yanceyville St. entrance to the Market building and no closer than 20 feet from the door. Solicitations shall not disrupt the operations of the Market, impede foot or vehicular traffic or create a safety hazard.

**16. Discrimination Prohibited**

The Vendor shall not discriminate against any member of the public in the use of Market facilities or in the delivery of Market programs, services or activities on the basis of race, ethnicity, religion, national origin, age, gender, sexual orientation or handicap.

**17. Complaints, Inspections and Compliance Reviews**

1. GFM has a separate written process describing how Management addresses formal complaints and how Management conducts Inspections and Compliance Reviews. Vendors are required to cooperate with Management’s compliance reviews and inspections

2. Vendors who wish to lodge a formal complaint against another Vendor must pay a $100 deposit. The deposit will be returned if the alleged violation is confirmed and forfeited if the alleged violation is not confirmed.

3. Vendors should respond within 24 hours to requests for additional information regarding items being offered for sale or any other aspect of Vendor’s compliance with these Guidelines. `

**18. Fines and Suspension/Revocation of Privilege to Sell**

1. Management may fine and/or deny, suspend or revoke a Vendor’s privilege to sell at the Market for failure to comply with these guidelines.

**Progressive Penalties**

* 1. Verbal warning-documented
  2. Written warning and/or fine $25 (must be paid before next market)
  3. Loss of Annual Vendor status or suspension from market if daily
  4. Suspension from the market with suspension duration at the discretion of Management

1. **Fines** 
   1. Failure to notify of market absence by annual Vendor- $25
   2. Late Arrival; i.e., not ready to sell by opening time $25
   3. Failure to clean area $50
   4. Failure to remove items for special event $25
   5. Failure to follow Management instructions up to $100
   6. Other violation of market rules up to $100
2. Management may levy any fine and/or penalty based on the severity and/or repetition of infraction(s)
3. If suspended, Vendor may not return to the market until a fine is paid

**19. Appeal Process**

1. Vendors who’s Privilege to Sell has been suspended or revoked may appeal the decision to the Board of Directors. The appeal must be made within five days of Management’s decision to suspend or revoke. The appeal must be in writing and sent or delivered to the Board Chair.
2. A $100 fee is required to be submitted with the written request for an appeal. The fee will be refunded if the Vendor is successful in the appeal.
3. If the penalty or suspension or revocation relates to specific products those products cannot be brought to the Market pending the decision on the appeal.
4. If Management requests a visit to the Vendor’s location or requests additional information related to the appeal, the Vendor must respond to the request within 24 hours. The Vendor may request an extension of the time to respond. The extension request must be in writing. Approval of the extension is at the Board’s discretion.
5. If the Vendor wishes to make an oral presentation regarding the appeal, the Vendor should include that request in the appeal.
6. At least six members of the Board, two of which will be Vendors, will consider the appeal.
7. The appeal will be considered by within seven days of its receipt and a decision will be made within 24 hours of the Board’s consideration.
8. All Board decisions regarding the appeal will be final.
9. Any disagreement after the decision will be handled according to the American Arbitration Association which will be the sole remedy available to the Vendor.

**20. Amendments**

GFM may amend or change these guidelines at any time after giving 30 days’ notice to the Vendors and the City of Greensboro.