



2011
VENDOR HANDBOOK

LOCATION:
605 ESTHER ST
VANCOUVER, WA 98660

MAILING ADDRESS:
P.O. box 61638
Vancouver, WA 98666

Phone: 360-737-8298 Fax: 360-213-2068
Email: info@vancouverfarmersmarket.com
Website: www.vancouverfarmersmarket.com

Table of Contents

<u>GENERAL INFORMATION</u>	3
Handbook/Contract	3
About the Market	3
Market Structure	3
<u>WHAT CAN BE SOLD</u>	3
Product Categories Defined	3
<u>GENERAL REQUIREMENTS FOR EVERYONE</u>	4
<u>ELECTRICAL SERVICE</u>	6
<u>SPACE ASSIGNMENT GUIDELINES</u>	6
<u>LEAVE OF ABSENCE AND OWNERSHIP CHANGES</u>	7
<u>SPACE RENT AND FEES</u>	7
Weekly Space Rent	7
Additional Fees	7
Non-Standard Spaces	7
Grey water and Market Dumpster	8
Space Location	8
Sublet of Space	8
Full Season Discount	8
<u>USE OF SPACE</u>	8
<u>EBT (Electronic Benefits Transfer) and CREDIT/DEBIT CARD PROGRAM</u>	9
SNAP (Food Stamp) Eligible Items	10
Returning Change to SNAP (Food Stamp) Customers	10
Wooden Tokens	10
Credit/Debit Charge Transactions	10
Redeeming Wooden Tokens	11
Questions Concerning Eligibility	11
<u>VEHICLE LOADING AND UNLOADING</u>	11
Loading and Unloading on 6 th St.	12
<u>PRODUCT CHALLENGE/DISPUTES</u>	12
<u>RULE VIOLATIONS AND DISPUTES</u>	13
<u>RULES FOR SPECIFIC PRODUCT CATEGORIES</u>	13
<u>AGRICULTURE VENDORS</u>	13
Second Farm Rule	15
<u>FOOD VENDORS</u>	15
<u>ARTISAN VENDORS</u>	16

Welcome to the Vancouver Farmers Market!

Your participation and support are encouraged to make our market better than ever!

GENERAL INFORMATION

Handbook/Contract – Important

Every Vendor gets a copy of this Handbook – **PLEASE READ THE HANDBOOK!**

Your Vendor Agreement is your sole and complete contract with the Vancouver Farmers Market (VFM).

The Vancouver Farmers Market reserves the right to change this handbook at any time. In the event of a change by the board of directors, sufficient notice will be given to inform all vendors and provide adequate time to comply

About the Market

In 2011, the Downtown VFM will be open on Saturdays from 9:00 a.m. to 3:00 p.m., and Sundays from 10:00 a.m. to 3:00 p.m., from March 19th through October 30th, 2011.

Our second location in East Vancouver will be open Saturdays from 9:00 a.m. to 2:00 p.m. from May 7th through September 24th.

Market Structure

The VFM is a not-for-profit IRC Sec. 501(c)(6) corporation governed by an elected Board of Directors. The Board determines VFM rules and policies.

The Board of Directors is elected by the general membership at the Annual Vendor Meeting, and is the governing body of the VFM.

The Board meets monthly at a time and place to be announced in advance. Vendors are always welcome at Board meetings.

The VFM has conscious obligations to its vendors and visitors. These guidelines are in place to ensure smooth flow of Market Operations. It is your responsibility to read these rules and abide by them. Failure to do so may result in the loss of your VFM privileges.

WHAT CAN BE SOLD

Product Categories Defined

Please review the Category Information/Basic Criteria relating to the product(s) you wish to sell.

- **Agricultural** - Fruit, vegetable, herb, flower, plant, other agricultural and horticultural products such as; dairy, fish, shellfish, wine, eggs, meats, wild gathered foods, as well as processed items made by incorporating ingredients grown by the vendor.

- **Food - Hot/Fresh** - Prepared on site by the vendor and generally consumed at the market.
- **Food - Prepared** - Processed foods are generally prepared off-site usually for off-site consumption, such as sausage, jam, baked goods and sauces.
- **Artisan** - Handmade items created by the vendor, such as paintings, photos, yard art, ironwork, furniture, jewelry, soap, lotion, clothes, woodwork, etc.

All booths must have product available for immediate sale and delivery to the customer at the VFM. The VFM Vendor Committees; Agricultural, Food, and Artisan, determine the specific types of items that can be sold at the VFM by a vendor in accordance with committee guidelines approved by the Board of Directors. Committee decisions will be final and can only be appealed based upon a misapplication of these guidelines or committee procedures.

GENERAL REQUIREMENTS FOR EVERYONE

The VFM reserves the right to deny a vendor application, prohibit anyone from selling at the market, or to prohibit any products from being sold at the market. There will be no discrimination on the basis of race, color, creed, sex, religion, physical ability, sexual orientation, age or nationality.

1. Vendors will conduct themselves courteously. It is the VFM's intent to win friends and benefit vendors, consumers, and the community.
2. During the course of a season, a vendor's membership may be revoked for the entire season, and possibly indefinitely. Disciplinary measures may include verbal warnings, written warnings and possible temporary or permanent suspension of membership. All vendors are subject to the VFM's Association Bylaws, Vendor Handbook rules, and vendor Registration / Agreement Forms. Each business must have a VFM Membership to sell at the market. Business partners, employees of the business, life partners and immediate family members (to include plus or minus two generations, including in-laws) of the business owners may assist in booth sales. All persons creating arts and crafts for a business must still be individually juried prior to including their products for sale in a booth.
3. Annual membership dues cover one calendar year. Membership entitles you to a vote at the Annual Meeting of the Members and eligibility for VFM Board membership. Annual Dues are not pro-rated or refundable except as authorized by the Board of Directors.

a. VFM By-law. Section 3 Article 3.5 "Renewing Members"

"Renewing members who intend to be vendors at the Market must include all required forms (insurance, nursery license, business license copy, health permit, or equivalent receipt) with their application or the application will be rejected. The renewal of your membership in the Market is due by April 1. Your membership is delinquent if the registration and membership fees have not been paid by April 1. If your registration and membership fees have not been paid by April 10, your membership will terminate automatically. After April 10, you may submit your membership application to the appropriate vendor committee, but your re-admittance to the Market as a vendor is not assured."

- 4.** Businesses represented at the market must be from either Washington or Oregon. In addition, the owners of said businesses must also reside in either the state of Washington or Oregon and not simply hold a business license in said state(s).
- 5.** More than one business may sell out of one booth space, provided each business meets all license, membership, jury, and other requirements for its category.
- 6.** All vendors must comply with applicable laws and requirements of the United States, the states of Washington and/or Oregon, the Clark County Health Department, Clark County, and the City of Vancouver.
- 7.** Your Washington State Master Business License, if required, must be available in your booth during market hours. Along with your registration/application you must provide a copy of any applicable license and certificate of insurance to the VFM before you are allowed to sell.
- 8.** Should a vendor at any time occupy the premises in a manner contrary to the Vendor Agreement, or to the rules and regulations of the VFM, or in any manner that is hazardous or offensive to the public or other vendors, the vendor shall promptly vacate the premises upon the request of the On Site Market Manager. The VFM is relieved and discharged from any and all loss or damage incurred by market's removal of vendor's property. The VFM shall not be responsible for storage or safekeeping of property so removed.
- 9.** Should a member at anytime, while engaged in any market-related activity or communication, conduct themselves or take an action offensive to the public, staff or other vendors, detrimental to the smooth operation of the market, the VFM reserves the right to take disciplinary actions up to and including revocation of market membership.
- 10.** Any member whose membership has been revoked must apply in writing to the BOD for reinstatement of eligibility to become a member of the Association.
- 11.** Washington State and applicable Federal labor laws will apply to all vendors hiring employees.
- 12.** The VFM reserves the right to inspect the establishment where items are grown or produced to verify compliance with the rules of origin.
- 13.** Vendors' products may be reviewed each year before placement and periodically during the season, to insure that good quality items are being attractively presented within the market.
- 14.** Pets of vendors, directors, or staff will not be allowed on VFM premises. Service dogs are welcome.
- 15.** The VFM is not a forum for political or religious activities.
- 16.** If you wish to sell products outside your category, your product must be approved by the appropriate committee. For instance, if you are a produce vendor wishing to sell a craft item, it must be juried and admitted before you can display or sell it.
- 17.** Consumption of alcohol or intoxicants at the VFM is not allowed. Open containers of alcohol are not allowed.
- 18.** Vendors must park in designated parking areas.

19. The VFM rents only space to its vendors, and is NOT responsible for loss or damage incurred by vendors.

20. Only vendors paying the Waste Management Fee are allowed to use the VFM trash facilities. All trash must be placed in strong, closed containers so as not to break or tear while being transferred to the final trash destination. No vendor trash is to be disposed of in open bags or boxes, or stored on the VFM premises. This rule is strongly enforced; violations may result in disciplinary action.

21. VFM's liability insurance covers the VFM, not individual vendors. All food and pet food vendors are required to have \$1,000,000 of liability insurance, and must name the VFM and the City of Vancouver as additional insured. Other individual vendors should determine if they require product damage and/or general liability insurance for their business and obtain a policy sufficient for their needs.

22. Vendors may participate in multiple categories, i.e. Agriculture, Hot/Fresh Food, Prepared Food, and Artisan. Participation in a category will be determined by the rules of that category and independent of their participation in another category.

23. All vendors selling SNAP (food stamp) eligible product must participate and accept red \$1.00 and blue \$10.00 EBT tokens for the purchase of these items. All vendors offering credit card services may elect to require the customer to use their service and not accept the green \$5.00 credit/debit tokens. Please refer to SNAP EBT (Electronic Benefits Transfer) / CREDIT / DEBIT CARD PROGRAM on page 9.

ELECTRICAL SERVICE

VFM staff will assign an outlet to each vendor using electricity. Use of any outlet other than that assigned is not allowed. Any problems with the electrical service must be reported the Market Manager or Assistant Market Manager. Do not move other vendors' power cords. Extension cords must be 12 gauge or bigger (smaller gauge number), and in good repair. For each cord connected to an outlet, the total maximum power requirement of all connections to that cord cannot exceed 15 amps.

SPACE ASSIGNMENT GUIDELINES

Considerations

Spaces will be assigned primarily based on agricultural vendors, what is best for the VFM, Saturday and Sunday vendors, vendors with special needs, vendor selling days, and regularity of current season attendance.

1. Booking-In Very Important! Booking call: 360-737-8298 or

email: bookin@vancouverfarmersmarket.com

- a) You must book-in if you have been absent.
- b) Deadline is 5:00 p.m. Thursday of the week you plan to sell.
- c) It is not necessary to book-in if you were present the prior week and indicated on your rent receipt your attendance for the next week.
- d) If you will not be attending the next week you will be considered as having booked out and you will need to book back in as specified above.
- e) Verbal statements will not be considered for bookings.

2. Booking-Out

- a) If you are booked in for the following week and no longer plan to attend you must book out via email or phone no later than 5:00 PM on Thursday prior to you booking date.
- b) Verbal statements will not be considered for bookings.

3. No Shows

- a) Vendors that booked-in but either don't show or cancel their booking (see 2a) above), will be charged for the day(s) they didn't show.
- b) All unpaid debt must be paid in full before being allowed to vend at the market.

The **MINIMUM** percentage of space allocations THAT WILL ONLY APPLY IN A FULL MARKET is as follows:

- 70% Agricultural
- 10% Foods - Hot/Fresh
- 10% Foods - Prepared
- 10% Artisan

LEAVE OF ABSENCE AND OWNERSHIP CHANGES

Leave of absence, not to exceed one full season, must be approved by the Board. In case of a business split-up or sale to a new owner, credit for market days goes to the business name rather than to any partner or combination of partners. The VFM Office must be notified immediately of the new ownership of the business.

SPACE RENT AND FEES (MARKET FEES AND PAYMENT PROCEDURES)

Weekly Space Rents

Downtown Market:

Saturday or Sunday, per booth, per day	\$40.00
Weekend Rate, per booth	\$70.00

Evergreen Market (Eastside):

Saturday, per booth	\$30.00
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Additional Fees

Daily electric into a vendor's booth, per cord, per day	\$ 5.00
Gas usage per connection, per day	\$ 5.00
Food vendors selling food for consumption at VFM (Waste Disposal), per day	\$10.00
Flower & Nursery vendors (water/waste), per day	\$ 5.00
Security for Vendors leaving booth set up over Saturday/Sunday, per space, per weekend	\$10.00

Non-Standard Spaces

The VFM Executive Director can establish different rates for non-standard spaces.

Grey water and VFM Dumpster

Only vendors paying a waste disposal fee are allowed to use the gray water sink and market dumpster.

Space Location

Vendors must check in with the Market Manager upon arrival who will direct you to your assigned space.

Sublet of Space

Vendors may not sublet or transfer spaces to others.

Full Season Discount

Vendors can pay space rent for the full market season in advance and receive a 10% discount if paid in full before the first market day of the season. The vendor will be liable for any applicable electric, waste water, natural gas, and/or security fees incurred during the market season. Refunds will not be permitted.

Membership Fee

Payment of the yearly membership fee of **\$35.00** is due by April 1 of the current year for returning vendors. If fee is unpaid after April 10 returning vendors shall have membership terminated. Vendors may still apply after April 10, but acceptance is not guaranteed

Payment Methods:

Payment is due in full by the end of the weekend on which you vend. Payment will be accepted in the information booth until 30 minutes after the close of market. Please make accommodations to ensure payment by that time.

If payment is not made at the market you must contact the office to arrange payment. Failure to pay will keep a vendor from being allowed back at the market until debt is paid in full.

USE OF SPACE

VENDORS BOOTHS MUST REMAIN SET-UP UNTIL THE FINAL MARKET BELL, UNLESS SPECIFICALLY EXEMPTED BY THE MARKET MANAGER IN EXTENUATING CIRCUMSTANCES. This is done so that the market maintains a full appearance throughout the day.

1. Vendor must provide their own booths, tables, and chairs.
2. **All canopy's or booth covers are required to have weights on all legs from the time they are erected to the time they are torn down.** This rule applies regardless of weather conditions. Sufficient weight of approx 25 lbs is recommended. Any vendor who fails to properly secure their canopy may not be allowed to vend that day unless they choose to take down their canopy and sell without it. Additional fines and disciplinary action may be applied as well. This rule will be strictly enforced by market management.
3. Clear plastic covers are not fire retardant and are therefore banned by the Fire Department. Any side wall or cover materials must be certified fire retardant per fire department guidelines.
4. Vendors leaving booth and/or product on site overnight do so **AT THEIR OWN RISK**. The VFM and its agents assume no liability for any damage or theft. It is recommended that items left overnight be covered, booth entrances be blocked in some fashion, and that "closed" signage be posted.

5. Vendors are responsible for keeping their space(s) **safe, sanitary, and attractive** during the market, and for cleaning up thoroughly, including sweeping the area, removing any oil or produce stains and garbage as needed at the close of each Market day. All trash and garbage disposed of at the market must be placed in closed garbage containers.
6. Vendors are responsible for removing their booth's business refuse and/or unsold products from the VFM premises. **Vendors are not allowed to use the VFM's trash cans or the VFM dumpster, unless they pay the waste disposal fee.** Vendors whose booth category is not normally charged a waste management fee may elect to pay this fee and use market facilities. Vendors are not allowed to dump wastewater in storm drains or the street gutters. All boxes must be broken down and all trash/garbage must be placed in closed containers.
7. All sales activity, product and signage must be within the boundaries of the booth space rented. Exceptions can be made by the Market Manager for the good of the market.
8. Vendors must provide a sign identifying their business. Product signs and prices should be attractive and easily read.
9. The VFM will provide a water source. A water fee may be charged for extensive users of water.
10. Small, quiet / non-intrusive noise level, portable, electric generators will be allowed if pre-approved by the On Site Market Manager provided the noise and fumes do not interfere with other vendors or customers.
11. Fire department regulations require that propane heaters or their equivalent must be contained within a milk crate for stability. Vendors must also have a permit from the Fire Dept as well as a fire extinguisher and **NO SMOKING** sign displayed in booth.
12. No amplified music, radios, or TV are allowed unless approved in advance by the Market Manager.
13. If cooking with deep frying type applications you must have on hand some floor sweep (cat litter) type clean up materials.
14. Smoking is allowed only in designated Smoking Areas behind Esther Building at corner of Esther and 6th St.
15. **Section on selling methods:** Vendors may not use the following techniques while vending in the market: hawking, calling attention to their product in a loud repetitive manner, or selling an aggressive way. Vendors may not enter another vendor's stall to engage customers nor in any way interrupt another vendor's interaction with a customer. While the market is crowded, vendors shall not stand in aisles to offer customers samples.
16. **Parking:** All vendors must park in approved vendor parking areas

SNAP EBT (Electronic Benefits Transfer) / CREDIT/DEBIT CARD PROGRAM

Beginning with the 2009 market season, the VFM has been licensed as a SNAP (Supplemental Nutrition Assistance Program) retailer. SNAP is the new name for the Federal Food Stamp program. This will bring a whole new group of customers to our market. SNAP recipients receive an average of \$200/mo per family. These funds can only be spent to purchase eligible food items. To spend these funds, the recipient

must go to a store (now includes the VFM) that is licensed as a retailer and has an Electronic Benefits Transfer (EBT) terminal. SNAP recipients receive their funds on an electronic credit card. To spend this money, the SNAP recipient's card must be processed through an EBT terminal. The VFM will now have a terminal in its info booth to process these cards. The SNAP recipient will receive tokens that can be used to purchase any eligible item in any market booth selling an eligible item. This will not only benefit those vendors selling food stamp eligible items, but will enable the SNAP participant to conserve their cash resources for the purchase of additional non-eligible items using the cash that was not required to be used for the purchase of eligible food items.

With the implementation of this program CUSTOMERS will have two new payment options:

1. SNAP (Food Stamp) entitled customers will be able to purchase eligible items at VFM using **SNAP (Food Stamp) EBT cards**.
2. Any customer will be able to charge their **credit/debit card** and receive tokens to be used for the purchase of any item from any vendor at the VFM.

With the implementation of this program, VENDORS will have two new types of transactions possible that will expand their sales opportunities. Vendors will now have the capability to make credit card sales without the expense or hassle, of having a credit card machine and account. For many vendors this may result in a significant increase in sales that otherwise would not have occurred. For those selling SNAP eligible products, they will have a whole new group of customers in addition to their traditional customers.

SNAP (Food Stamp) Eligible Items

USDA Food Stamp benefits can be used to buy: fruits, vegetables, meats, fish, poultry, dairy products, cold food packaged for off-site consumption such as breads, seeds, and plants intended for growing food. They cannot be used to buy non-food items, ready-to-eat foods, or hot foods.

Returning Change to SNAP (Food Stamp) Customers

SNAP (Food Stamp) EBT rules do NOT allow CASH CHANGE to be given on SNAP (Food Stamp) EBT transactions.

SNAP EBT (food stamp) Tokens

SNAP (Food Stamp) EBT transactions will be made through the use of Red \$1.00 value and Blue \$10.00 value wooden tokens. Change in the form of Red \$1.00 tokens may be given when payment is by blue \$10.00 token. Red and Blue tokens can only be used to purchase SNAP eligible items. Because no cash change can be given on SNAP (Food Stamp) EBT transactions, items should be priced as close to \$1.00 increments as possible, so that the EBT customer does not feel that they are wasting their limited EBT funds. All vendors selling SNAP eligible items must accept tokens in payment for their products. Vendors may not discriminate between SNAP and cash customers.

Credit/Debit Charge Tokens

ANY customer will be able to charge their credit card to receive Green \$5.00 value tokens Green tokens may be used throughout the VFM to purchase ANY item(s). Cash change on Green token transactions will be given to the customer.

Customers will continue to be able to use the ATM for a per transaction fee. However, for those who object to an ATM transaction fee, the Credit Card charge (in exchange for Green wooden tokens to be used at the VFM), gives them another choice in purchase power without an additional fee.

Redeeming Wooden Tokens

At the end of the day, Vendors will turn in the tokens collected, to the VFM Information booth. **Please have tokens divided by Red \$1.00, Green \$5.00, and Blue \$10.00 and counted before arriving at the information booth.** A receipt for the vendor's records will be provided. The VFM Office will recount tokens and note any differences. A 3% processing fee (similar to a credit card processing fee, but less than many charge) will be assessed on the total value of Green \$5.00 tokens turned in. The following week a check will be available for pick up at the information booth. Any questions regarding reimbursement should be directed to the VFM Office. Please note the following:

1. Tokens may not be used to pay booth fees.
2. Reimbursement will be withheld in the event there are any outstanding fines or invoices.
3. **Vendors will only be reimbursed for tokens they are eligible to accept.** (Only approved vendors can accept EBT tokens, and only for approved products)

Questions concerning Eligibility

Any questions concerning which of your products are eligible to be purchased using the Red \$1.00 or Blue \$10.00 tokens should be directed to Staff. Vendors will only be reimbursed for tokens they are eligible to accept. Vendors repeatedly violating the EBT rules may be subject to disciplinary action up to and including revocation of VFM Privileges.

VEHICLE LOADING AND UNLOADING

1. Vehicle loading and unloading will be as directed by Market Manager. Vendors with booth space on Esther Street should only enter the VFM from 8th Street. Vendors with booth space on 6th Street should only enter the VFM from the 6th Street round-about. If you do not know where your booth is located, you must enter the VFM from 8th Street onto Esther and check-in with the On Site Market Manager to receive your space assignment. If the Market Manager or Assistant Market Manager are temporarily unavailable for check-in or space is not available for you to properly park your vehicle, you must immediately proceed through the market and go around the block to re-enter the VFM.
2. Vendors should unload quickly, with minimal setup only as necessary to complete unloading. Canopies may be erected as part of the unloading process. Canopies should be weighed as soon as possible.
3. Vehicles should not be brought into the VFM for loading until items within the booth have been packed for loading.
4. Vendors are not allowed to block the roadway while waiting for a space to park.
5. Vendors may bring no more than one vehicle at a time into the VFM for loading or unloading except by permission of the On Site Market Manager.
6. Vendors may only wait in the vehicle for permission to enter the VFM in those areas designated by the Market Manager so as to not create traffic blockages on adjacent public streets.
7. Within the VFM, vehicles will be driven at a very slow speed so as to allow immediate stopping to avoid accidents
8. Vendors will be individually responsible for any damage to the VFM facilities, other vendor equipment, individuals or other vehicles resulting from the operation of their vehicle.

9. Vendors are not entitled to a space directly in front of their booth for loading and unloading.
10. All vehicles must be out of the market 30 minutes prior to market opening. Vehicles that remain on the street after this time will be fined.
11. Any vendor who receives two verbal and/or written warnings in regards to vehicles being in the market will not be allowed to drive into the market, and must park on the perimeter and load-in by hand. One vendor who doesn't follow these rules causes multiple problems for the entire street and raises safety concerns. Please do what you need to in order to come prepared to load-in and load-out according to the rules.

LOADING AND UNLOADING ON 6TH ST.

1. All vehicles must enter from round-a-bout at the intersection of Esther and 6th st. Please do not drive in from back side of 6th.
2. On Saturday morning during load-in, cars will be allowed to park on both the left and right hand sides of the road leaving the middle open to through traffic before 7:30 A.M. *After 7:30 A.M. on Saturday's, no cars will be able to park on right side of 6th St.* Only the left lane will be used for parking and unloading during the rest of the market. At no time should a vehicle stop in the right lane, it will be strictly used for a through lane after 7:30 A.M. on Saturday's.
3. **Side Vendors:** Vendors on the left and right sides of 6th St. should arrive with sufficient time to have their vehicles moved out of market by 7:30 A.M. on Saturday's. If that means you need to arrive earlier than usual please make sure to do so. If you arrive after this time you will be required to park outside of the market and bring your supplies in by hand. Vehicles on the road after 7:30 A.M. will be fined.
4. **Middle Vendors:** Middle vendors may begin arriving after 7:30 A.M. Since middle vendors will be the last to set-up they will be first to tear down leaving the middle row available for a through lane.

PRODUCT CHALLENGE/DISPUTES

1. It is the VFM's intent to offer customers high quality products. Any VFM member, staff or customer may challenge products offered for sale. A challenge must be submitted in writing to the VFM Office before action will be taken.
2. The Market Manager will review the challenged vendor's file to determine if there is a reasonable basis for the challenge. If the challenged vendor's file indicates that the appropriate vendor committee has verified and approved the product for sale, and the product's origin is not being challenged, the challenge will be denied and the challenging party will be notified in writing delineating why the challenge was denied. The decision of the Market Manager can be appealed to the appropriate vendor committee.
3. If the Market Manager determines that there is any basis for dispute, the challenge will be forwarded to the appropriate vendor committee. The Market Manager will provide the challenged vendor with a written notice of the challenge within 8 days of receipt to the challenge if the challenge is referred to the appropriate Vendor Committee.
4. If the product challenge is referred to the appropriate vendor committee for further determination the

challenged vendor has 14 days to respond. The Committee Chair or their designee will notify the challenged vendor, via written notice, as to the nature of the response. The response may consist of photos of the process of creation and/or a written explanation of the process and/or copies of receipts for raw materials necessary to create product. If the photos/other materials are not conclusive the Committee Chair or their designee may also request to see the process of creation by the vendor in person.

The Market Manager and any committee representatives will provide (upon request) a written statement guaranteeing challenged vendor that none of their trade secrets will be divulged.

If the challenged vendor does not respond as directed to the challenge within 14 days of referral or the response to the challenge is not satisfactory, they may not be allowed to sell at the VFM until the product challenge has been resolved.

RULE VIOLATIONS AND DISPUTES

1. All rules are enforceable by the Market Manager or their designee.
2. In the event a fine is levied against a vendor, that fine must be paid in full at least 24 hours before being allowed to vend at the market again.
3. The market management reserves the right to make exceptions to these rules at their discretion.

Appeal Procedures:

Vendors may appeal the decision of the Market Manager in writing within 30 days to the Executive Director. The Executive Director decision, after informing the VFM Board of Directors, will be issued within 30 days of receipt. Further appeals will be handled by the judiciary committee if needed.

The Judiciary Committee will resolve any continuing dispute other than product challenges. The Judiciary committee will rule on vendor conduct where VFM privileges or suspension is in question or upon appeal of the Executive Directors decision concerning a rule infraction. The Judiciary Committee will not hear VFM privilege suspensions for non-payment of monies due the market until the amount due is paid. Should the Judiciary Committee's ruling determine that the monies were in fact not due the money will be refunded. The Judiciary Committee will not rule on vendor or jury committee decisions unless the basis for the appeal is a misapplication of Vendor Committee policy or procedure.

SPECIFIC RULES FOR PRODUCT CATEGORIES

If a vendor wishes to vend in more than one category, i.e. Ag/Food or Ag/Artisan, they will be required to fully meet the requirements of each category they wish to vend in.

AGRICULTURE VENDORS

(General Regulations for All Agriculture Vendors - Produce, Nursery, Cut Flowers & Agricultural Prepared products. Note... Contact Market for committee contact info)

1. Application: All agriculture vendor applications must be submitted to the Agriculture Committee Approval will be granted pending confirmation that a) product or service provide value to Market and b) all VFM regulations, requirements and any conditions are being followed by the vendor.

2. **Additional Submissions:** Vendors must submit a complete list of products that they produce and wish to sell, along with their farming practices, at the time they make application to the market. All products must be approved by the Agriculture Committee prior to being offered or sold. If an accepted vendor wants to sell an item not previously approved, the Agriculture Committee must approve the new item before it may be sold.

3. **Product Exclusivity:** The Market does not guarantee any vendor the exclusive right to sell any one product. The customer and vendor often benefits from having multiple vendors selling the same product. The market will determine when a product category is adequately represented and make the decision to deny applications for vendors with similar products.

4. **Labeling:** All agriculture products must be clearly and legibly labeled as to city and state where the product was grown.

Uncertified Claims: Written and/or verbal statements related to pesticide or chemical use which cannot be certified through an official source (i.e. USDA) such as claims of “unsprayed”, “no spray used”, or “pesticide free” must have a written statement turned into VFM office outlining how these procedures are followed. Vendors shall keep copies of this statement on hand to provide to customers who inquire about such claims.

Certified Organic Vendors: All certified organic vendors must provide a copy of organic certification to the VFM office before advertising their products as such. Vendors shall also post copies of such certification for stated products must remove signage and cease claims. Further actions including fines and possible suspension may follow.

5. **Inspections:** The VFM reserves the right to inspect the establishment where items are grown.

6. To guard against possible contamination, all produce must be elevated at least 6 inches above the ground or on a pallet.

7. **Sampling:** Agricultural vendors who wish to offer free edible samples must meet applicable Health Department requirements, including having a hand washing station in your booth.

8. Fresh meat, fish, shellfish, wine, egg, juices/ciders and dairy vendors must be approved and licensed by the appropriate agency. They must sell their products in agency-approved packaging. Questions about wine, honey, wild-gathered foods, fish, shellfish, meats & other exceptions not grown by the Vendor should be directed to the Agriculture Committee.

9. **Pet Foods:** All pet food/treats must have all required licenses, including WSDA Commercial Feed Registration for each recipe/flavor, and meet all state and federal labeling and ingredient content requirements. Prior to selling, the vendor must provide a copy of a certificate of insurance to the VFM of not less than \$1,000,000 naming the VFM as additional insured.

10. **Nursery:** All nursery vendors must comply with Washington State requirements.

11. **Vendor-Grown:** At least 80% of products Agriculture vendors sell over the course of the season at the VFM must have been grown or produced by the vendor, and grown in the state of Washington or Oregon. The other 20% must be grown in the states of Washington or Oregon and must be purchased directly from

the grower. For more information, refer to the Second Farm Rule.

12. Shared Farm Booth: In an effort to support small agriculture businesses that may not have adequate quantity, equipment, or manpower, we are offering a Shared Farm Booth option. Each shared farm booth member must submit a separate application and pay a separate application fee. Signage at the market must include business names, locations, and products of each shared farm booth member. There can only be 2 vendors represented in a shared booth, and a member from each business must attend. Shared Farm Booths may not have a Second Farm Agreement or be represented through one by another vendor.

13. Second Farm Rule

PRODUCE AND NURSERY may come from a secondary farm when purchased directly from the grower, providing the following conditions are met:

- a) Approval of second farm products will be limited, and may be denied or revoked if a product is available in sufficient quantities from local farmers at the Market. Both second farm and second farm products must be pre-approved prior to sale at the market. A second farm may only be represented once per market day by only one vendor. Second farm owner is required to sign the second farm application, submitted by the vendor, indicating his/her approval of the applicant vendor to sell his/her products at the market.
- b) Vendor may have produce and/or nursery from up to 2 Secondary Farms, per vendor, per day.
- c) A secondary farm may be represented only once at the VFM per day, and only by one vendor.
- d) It is required that a Second Farm Application be submitted by the produce/nursery vendor, and approved by the Agriculture Committee, prior to the vendor selling the Second Farm product/s. The Second Farm owner must sign a statement indicating his/her approval of the Applicant/Vendor to sell his/her product/s at VFM, as well as verifying that those items were grown and/or produced exclusively by the Second Farm, and within the states of Washington or Oregon. The VFM is not an outlet for wholesale produce.
- e) Second Farm product/s are required to have prominent signage, displayed with the product and detailing the second farms name, location and product. The signage must be no less than 4x6 inches.
- f) Second Farm products are limited to 20% (retail value, display area, count) over the course of the season.

Violation of VFM, local, state, or federal guidelines and policies could result in penalties such as fines, suspension and/or removal from the Market. We expect our vendors to uphold the utmost integrity and quality at all times.

FOOD VENDORS

(Additional rules may apply to hot food and processed food vendors. See food chairperson for information about them. Note... Contact Market for committee contact info.)

1. The intent of the VFM is to present a fresh, natural, unusual and varied eating experience not available elsewhere in Vancouver. We encourage the creative use of locally grown and produced products. Food vendors are encouraged to support local growers whenever possible. In order to achieve variety and high quality, vendors are expected to present their own unique products.

2. Food Committee may review menus once per month. Menus and menu changes must be received no later than the 15th of the month to be considered. Current vendors may submit menu changes only every 2 months.

3. Food vendors must obtain a Washington State Business License for state tax purposes and must obtain a Clark County Health Department Itinerant Food permit if required. They must also comply with rules of all applicable Local, State, and Federal regulatory agencies.
4. All food workers must have a valid Clark County Food Worker's card. All food permits must be displayed in your booth. The vendor is responsible for ascertaining and following current regulations of the Clark County Health Dept., which periodically inspects the VFM's food operation.
5. All prepackaged foods must be clearly labeled as to ingredients, and must contain name, address, and phone number of the processor.
6. The vendor must stand behind his/her word through truth in advertising, value for money, and good quality.
7. The food or raw materials used must be greatly altered and enhanced by the vendor. Commercial prepackaged foods will only be allowed as an accent to a main course.
8. Each food vendor is required to furnish two appropriately sized trashcans per booth.
9. A Fire Department-approved canopy must cover all food preparation and service areas. A Fire Department permit must be obtained if required.
10. All vendors selling food; whether hot, processed, co-packed, fish, or shellfish must have product liability insurance of not less than \$1,000,000 naming the VFM and the City of Vancouver as additional insured, and the vendor must provide a current certificate of insurance to the VFM with registration before selling.
11. If you have a menu item approved by the Food Committee you should sell item at least 6 weekends within an 8-week period, or within its season, or another vendor may approved to sell that item. If you have not sold said item(s) then they will be open to review by the food committee to either have item(s) removed from your menu or allow another vendor to sell said item(s)
12. An approved fire extinguisher and a "NO SMOKING" sign must be displayed in each booth where there is a heat source. Every fire extinguisher must be inspected and re-certified once each calendar year.
13. The sinks are for getting fresh water and disposing of gray water ONLY and for no other purpose. They are not for dish or equipment cleaning.

ARTISAN VENDORS

(Note... Contact Market for committee contact info.)

Potential Artisan vendors must be juried and accepted by a panel of jurors before selling at the VFM. New vendors may also be reviewed the morning of the vendor's first market setup; all vendors may be reviewed randomly throughout the season.

You must obtain a Washington State Master Business License, only after being juried into the VFM. A City of Vancouver Business License is not required.

1. The product must be the original workmanship of the vendor and must demonstrate quality workmanship and be safe and durable for its intended use.
2. The unauthorized use of copyright designs is illegal and will not be allowed at the VFM.
3. The vendor's work must be predominant and the starting material must be significantly altered and/or enhanced by the vendor.

4. *Ancillary item use

**An-cil-lar-y adj 1. in a position of lesser importance 2. providing support for something.*

- a) Ancillary items are accepted to more completely satisfy customer needs for the use of the product(s).
- b) Up to 10% of the products sold may be ancillary products directly related to and supportive of the vendors main product-line.
- c) Ancillary items must not be displayed predominately and/or independently, or in a fashion that suggests it could be sold individually. Signage is suggested to explain ancillary item sale limitations. (i.e.: Chains sold with pendant purchase only, not sold individually).
- d) Only permitted to be sold in conjunction with handcrafted items created by the vendor.
- e) Value must be of lesser value than the main handcrafted product. (i.e., Chain \$10 with \$60 handmade pendant.)
- f) Vendor is required to provide listing of all intended use/sale of ancillary items to the Artisan Chairperson.

Other examples of ancillary items: Crayons for Artwork, Frames for photography.

5. Artisans may sell, subject to approval, high quality reproductions of their own original work.
6. Soap and body care product vendors must follow federal labeling and ingredient contents requirements.
7. Vendors must have at a minimum of selling *5 days at VFM every season to avoid re-jury to sell the next season. *Exception applies to vendors juried and accepted in October of the preceding season.

The VFM Board of Directors reserves the right to make corrections or changes to any and/or all of the handbook rules, appendices, or forms at any time and its discretion.

Thank you for your interest in the Vancouver Farmers Market!