



## Market Policies and Procedures

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. 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 which include specialty food vendors to 40% craft vendors selling only craft products. The Board of Directors reserves the right to make vendor decisions that they deem to be in the best interest of the market. To ensure balance and a vibrant market, the Board of Directors can use discretion in allowing new products to be sold at the market.

All official communications, including press releases, social media content and web site information, concerning the Market will be through the Market Manager. It is their responsibility to keep the ACFM's website, [www.ashefarmersmarket.com](http://www.ashefarmersmarket.com), updated with accurate information about the Market and Market vendors. Any ACFM member who requests additions, deletions, or changes to the information on the ACFM website should contact the Market Manager and submit their request in writing or by e-mail. Any significant changes will require approval by the Board.

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

### 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 from participation in the Market.

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# Definitions

Vendor	Market Member
Market Day	Saturday, Christmas in July, and Holiday Market.
Market Season	All the Market Days that occur within a single calendar year.
Permanent Space	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.
Grass Permanent Space (GPS)	Reserved space on the grassy hill behind the Market's shelter for which a member has paid an annual fee.
Unassigned Space	A space under the Market's shelter that has not been assigned to a current vendor.
Open Assigned Space	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 a member of the Farmers Market.
Residency	Defined as full or part-time residents

## I. **Member Categories and Qualifications**

- A. Regardless of membership category, all members must grow or make their products themselves; no resale of any items is allowed.
- B. **Grower/ Producer Vendor** - 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.
- C. **Food Producer Vendor**– (Prepared, Processed, and Value-added Food Vendors) membership is open to Ashe County residents and residents of those NC counties that are contiguous to Ashe County: Alleghany, Wilkes and Watauga.
- D. **Arts and Crafts Vendors** - membership is open to Ashe County Residents only.
- E. **Art and Craft Expo Vendors** – a limited attendance membership that allows vendors to attend bimonthly - 2nd and 4th Saturday’s, holiday markets and by invitation from the board. This membership does not include voting rights and is open to Ashe County residents only.
- F. **Youth Vendors** – persons ages 16 to 18. (18 at the start of the market season) A small fee is charged for each weekend. Arts and Crafts must have Market Manager and Craft Committee approval, and all food/nursery items must follow guidelines listed in this document. All food items to be sold on market days must be present at the opening of the market day. It is not permitted to take deliveries of additional food goods to sell once the market day has started. At the sole discretion of the market manager, during busy market days, youth vendors might be required to share a space with other youth vendors. Youth Vendors are responsible for their own booth space; they must remain and sell at their tables. Parents may support Youth Vendors but should not be solely responsible for their commitment to the market.
- G. **Kids’ Corner** – persons ages 15 and younger. Arts and crafts are not required to jury, and all food/nursery items must follow guidelines listed in this document. Kids’ Corner participants are not charged a fee. Parents may support Kids’ Corner participants but kids should remain at the Market space at all times.
- H. **Non -Vendor** - an organization that is preapproved by the board is permitted to set up at the market for a \$20 fee to raise awareness about their mission and purpose to the local community. They may accept donations (both tangible and monetary) if they clearly explain their cause, both in writing and verbally, to interested patrons. They are not allowed to sell goods. All applicable rules for vendors apply to non-vendors.

## II. Registration

- A. Vendors interested in selling their products at ACFM must fill out all registration forms applicable to their membership category annually.
- B. We do not prorate fees for late season applications nor give refunds for any reason.
- C. The Vendor Registration Form, Nursery/Product Form, and the Policies and Procedures can be obtained from the Market Manager on any Market Day or from the Market's website: [www.ashefarmersmarket.com](http://www.ashefarmersmarket.com).
- D. Once these required forms and all membership fees have been submitted and approved by the Market Manager, the vendor then becomes eligible to participate in the events that their membership class permits.
- E. At the time of registration, members will acknowledge that they have reviewed the ACFM Policies and Procedures and agree that the rules must be followed by all vendors.

## III. Market Space Assignments

- A. 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.
- B. All members with assigned Permanent Spaces must complete Market Registration and pay annual dues for their space by February 15<sup>th</sup> of the market year to retain their assigned space for the Market Season. All members potentially eligible for a new Permanent Space assignment (based on Seniority outlined in section III.C) must complete the Market Registration forms and pay annual membership dues by February 15<sup>th</sup> to be considered for a Permanent Space assignment for the Market Season.
- C. When a permanent space becomes available, the Market Manager will poll existing permanent space holders in seniority order to determine if someone wants to change their assigned space. After this procedure, the next member without a permanent space in seniority order will be contacted to see if they would like to upgrade to a permanent space. Seniority is determined by years at the market. If two or more vendors have the same seniority, the previous year's attendance will be used to order these vendors. If two or more vendors have the same seniority and attendance, a lottery will be used. This process will continue until all available spaces are filled.
- D. Sharing of a permanent vendor space shall be limited to two vendors. As sharing spaces could pose a safety concern at the market, prior approval by the market manager is required. 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.

#### **IV. Rules applicable for all vendors**

- A.** All vendors must use only truthful and accurate descriptions to market their products (e.g. Sugar-free, Organic).
- B.** Consumption of alcoholic beverages and smoking are prohibited at the Market.
- C.** No pets are allowed under the shelter at the Market except for service animals. This applies to both customers and vendors.
- D.** The Market prohibits all public electronic displays or loud, disruptive music during Market hours.
- E.** Vendors must comply with all sales tax guidelines prior to selling products at the Market that are subject to sales tax.
- F.** Vendors, or their designees, must be present with their products during Market hours.
- G.** Clearly marked prices are encouraged to be on every item that a vendor sells. This is mandatory if a vendor accepts WIC (Women, Infants and Children) or Senior FMNP coupons.
- H.** 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.
- I.** There will be no communications or agreements among members to raise, lower or fix prices for items sold at the Market.
- J.** No loud hawking of Market items is allowed by any vendor.
- K.** No vendor may verbally or physically harass a fellow vendor or customer.
- L.** 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.
- M.** Each space must be cleaned at the end of each Market Day by the vendor or their designee.

- N.** Offering samples to the public 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, 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.
- O.** Market vendors are not permitted to accept donations or have tip jars at their station.

## **V. Market Day Policies**

- A.** The hours for regular Market Days are 8:00 am until 1:00 pm.
- B.** 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.
- C.** Saturday Attendance:
1. Permanent Space vendors are assumed to be attending the Market unless they notify the Market Manager by phone or e-mail by 5:00 pm Thursday evening of their absence.
  2. All other vendors must notify the Market Manager by phone or e-mail by 5:00 pm Thursday evening if they plan to attend Saturday.
- D.** On the day of the Market, if vendors scheduled to attend are not able to come to the market they should notify the Market Manager as soon as possible.
- E.** Setting up for sales is to be completed by 8:00 am, when the Market opens to the public. Breaking down is to start at 1pm when the Market closes. Breakdown should be completed in a timely manner. This is especially important on the closed-end of the market.

- F. All vendors must be in their spaces by 7:30 am.
- G. Vendors are encouraged to stay until the closing of the Market. The expectation is for all vendors to generally supply/produce enough products to meet customer needs. However, if vendors sell out before the closing of the Market, they can only leave with the Market Manager's approval. Vendors may not leave before 12:00 noon, unless there are special circumstances and they are approved by the Market Manager. Any vendor on backstreet must ensure a cone is put in their parking spot when they leave. The Market Manager has the right to close the Market early due to inclement weather or other concerns.
- H. 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.
- I. 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.

## **VI. Rules and Guidelines for Grower/Producer**

- A. 100% of all produce (e.g. fruit, vegetables, honey, eggs) sold at the market must be produced by the member.
- B. 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 and only after growing the plants to an appreciably larger size, requiring the investment of both time and materials on behalf of the grower.
- C. For vendors selling nursery stock plants or collected plants, a copy of the member's Nursery Certification or Nursery Registration, if required by the state, must be on file with the Market Manager.
- D. 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 \$5,000 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.
- E. 100% of the meat 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.

- F. When becoming a market member, all growers / producers must agree to farm visits, if requested.
- G. If a grower vendor would like to become a food producer vendor, they must discuss it with the Market Manager prior to bringing products to the market. Board approval may be needed, per section VII of the policies and procedures.

## VII. Rules and Guidelines for Food Producers (Prepared, Processed, and Value-Added Food Vendors)

- A. 100% of the value added, prepared, or processed foods sold at the market must be made by the member and the member is **encouraged to feature primarily fresh, locally grown seasonal ingredients when possible**. 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 to produce 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).
- B. 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.
- C. **Food Producer** products, not covered elsewhere in this policy; including but not limited to **Baked Goods (sweet & savory); Specialty Goods (vinegars, oils, spice blends, coffee, extracts, hot sauce, dried herbs and spices, etc.); Preserved Foods (pickles, jams, jellies etc.); Beverages (lemonade, coffee, hot cocoa etc.) and Cheeses** must be produced by the vendor and be attractively packaged and labeled with a complete list of ingredients. Admittance to the market as a producer food vendor is subject to Board approval. This includes Youth Vendors. Producer food 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. **A current vendor wishing to add a new product line outside of what they currently sell will also be subject to board approval**. The decision of the Board whether or not to accept these products is final.
- D. **If a food producer vendor would like to become a grower, they should discuss it with the Market Manager prior to bringing products to the market.**

## VIII. Rules and Guidelines for Crafts

- A. 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.
  
- B. Crafts Jury Procedure
  1. The Crafts Jury will be made up of community artisans who are not members of the ACFM. Jurors will have a 3 year volunteer term. The terms will be staggered to ensure continuity. The jurying process will be anonymous to the crafters presenting their crafts.
  2. The Crafts Jury will notify the Market Manager of the status of the juried items, (whether the item has been approved or not.)
  3. There will be at least one Crafts Jurying event scheduled each Market Season. Items are judged based on craftsmanship, artistic merit, and aesthetic value.
  4. 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 who are adding additional specialties (e.g. a woodworker adding pottery) must submit the new craft items to the Crafts Jury before adding that item to their offerings at the Market.
  5. The Market Manager will keep the original photos of individual approved products on file.
  
- C. Specific Crafts Criteria:
  1. All crafts must be hand crafted by the vendor and must be produced in Ashe County.
  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. Works must be original, unique, creative, and demonstrate a high level of skill. 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: tracings of paint by number, ceramics or pottery from commercial molds, any form of clip art, and any other items that do not reflect originality of design. **Woodworking or other crafts utilizing a digital / Internet design, must be original and designed by the vendor.**
  3. As part of the jury procedure, a brief description of the artist’s process must be included.

4. For items such as candles, soaps, lotions, and essential oils, 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 to produce these items for sale must be on file with the Market Manager. Items must be attractively packaged. Items must be labeled with a complete list of ingredients and warning labels as required.
  5. Written works by the members are acceptable following review and approval by the board.
  6. Musical recordings must be from performances by the member or a group that includes the member. They will be acceptable following review and approval by the board.
  7. 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.
- D.** If a craft vendor would like to become a grower, they should discuss with the Market Manager first. If a craft vendor would like to become a food producer, they must receive market manager approval.

## **IX. Food Truck Procedures**

- A.** Food truck vendors are expected to comply with all Market Policies and Procedures.
- B.** 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.
- C.** Food Truck operators will supply their own trash can and are responsible for site cleanup and trash removal after closing.
- D.** It is up to the discretion of the Manager to assign spaces, based on space availability, inclement 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 assignments each Saturday.
- E.** Food trucks are subject to Board approval

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

- A. 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.
- B. 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.
- C. Third Violation: Two-week suspension from vending at the Market.
- D. Fourth Violation: Expulsion from the Market.

**XI. Communication to the Board of Directors**

**A. Complaint**

- 1. Complaint-Triggered Visits: Complaints can trigger an automatic inspection of the farm and/or business of a Market Member/Vendor. The complaints must be credible. All complaints must be presented, in writing, to a Board of Directors member or the Market Manager, and signed by the individual making the complaint, with their name, address and telephone number. Complaints will not be accepted without this information; however, the information will not be shared with the market member. The information will be retained by the Market Manager if information is needed, i.e., if there are any resulting legal proceedings or inquiries.
- 2. Inspections will occur within 7 days of a complaint and/or the closest market day after the complaint. It will consist of a visit to the farm and/or business of a Market Member/Vendor. Inspections may include any location where the member's products are "grown, prepared, created, or stored."

**B. Inspection**

- 1. Random Visits: The Board of Directors reserves the right to conduct random visits to any vendor's farm and/or business of a Market Member throughout the season. There is no cause needed for this inspection.
- 2. Inspections will be carried out by the Market Manager and at least one active Board of Directors member. The 'inspectors' will audit all the products offered by the market member at the ACFM and review all previous pertinent documentation prior to performing the physical inspection.

3. The inspection results and details will only be shared with active Board of Directors members.

### **C. Board of Directors Review**

1. Result of Random Visits or Complaint-Triggered Inspections: 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. This includes the complaint triggered inspection above. No refunds will be given to terminated members.

## **XI. Vendor Cancellation Policy**

### **A. Vendor Cancellation Notice**

- Vendors must notify the Market Manager no later than 39 hours before market opening, with a firm deadline of 5:00 PM on Thursday for Saturday markets.
- Notice must be given by phone, text, or email.

### **B. Late Vendor Cancellation & No-Show Penalty**

- Vendors who cancel after the Thursday 5:00 PM deadline, or who fail to appear without notice, will be charged a \$20 fee (as of the 2025 market season, subject to change as market fees change).
- Exceptions may be made for extenuating circumstances (such as medical emergencies, accidents, or death in the family) at the discretion of the Market Manager or Board.
- Payment of the penalty must be made before the vendor may return to the market.

### **C. Board Review of Repeated Issues**

- Vendors with repeated late cancellations or no-shows may be referred to the Market Board of Directors, which will evaluate the situation and determine how to move forward regarding that vendor's participation in the market.