

## SALEM FARMERS MARKET RULES - 2012

The Salem Farmer's Market is owned and operated by the City of Salem as a service to area farmers and residents. The Salem Farmer's market is under the direction of the City Market Director. A market manager is available to answer questions and help vendors during most morning market hours. Special events are handled through the market and the City's Special Events Coordinator.

The success of our Market is dependent, to a large degree, on our customers having a positive experience while shopping with us. We expect our vendors to follow not only the rules in this handbook, but also the basic rules of respect and compassion listed below:

- Direct, respectful and honest communication with each other & market management
- Integrity of products, advertising and pricing
- Respect of personal and cultural differences
- Basic kindness and consideration to customers and fellow vendors
- A spirit of teamwork and cooperation

Please read the following handbook carefully and feel free to contact the Market Director with any questions.

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### I. TYPES OF VENDORS

**Vendor-** Anyone who is permitted to sell at the Salem Farmer's Market.

**Only locally produced products will be permitted to be sold on the market.** Local is defined as made within a 100 mile (as the crow flies) radius of the City of Salem, or from the adjacent counties (interior cities and towns included) of Roanoke, Franklin County, Botetourt County, Bedford County, Craig County, Montgomery County, and Floyd.

**A 48 hour notice is required for all absences other than \*emergencies – less notice will result in an absence being treated a no-show. Any vendor with more than 2 no-shows during the Market season will lose their right to a covered stall space.**

- Full Season Vendor - A vendor who has signed a contract with the City of Salem to sell for the entire market season from April 1 to Dec. 31. Consistent attendance is expected.
- Long Season Vendor - A vendor who has signed a contract with the City of Salem to sell for any six consecutive months during the market season. Consistent attendance is expected.
- Short Season Vendor - A vendor who has signed a contract with the City of Salem to sell for any three consecutive months during the market season. Consistent attendance is expected.
- Monthly Vendor - A vendor who rents a space on a month to month basis depending upon availability.
- Daily Vendor - A vendor who rents a space on a daily basis depending upon availability. Once a stall is

reserved for a daily vendor, attendance is expected.

- Farmer - A vendor who primarily sells produce/plants raised by him/her.
- Food Vendor - A vendor who sells home-baked or home-canned goods.
- Primary Renter - A vendor who has the first option to occupy a stall for which he or she has paid.
- Secondary Renter - A vendor who has made an arrangement with the Primary renter and the Market Director to occupy a space during the Primary renter's absence. The Primary and secondary vendors both pay the same fees, and scheduling stall space is worked out between the two vendors. The primary vendor retains the first option for the space. The City is not responsible for working out the schedule or making sure of its adherence.

\* Only last minute circumstances completely out of your control will qualify as emergencies. In the case of extreme weather vendor discretion will be honored one hour prior to any Market. You still need to call to let us know you are not attending.

## II. TYPES OF MERCHANDISE

1. All vendors must sell only what they personally grow/produce on their own property or leased property. Growing is defined as “the complete care-feeding, tending, harvesting, cleaning, and hauling—of that product in the season that it is sold.”

Vendors must sign an agreement which allows the Salem Farmers Market staff to visit their farms or leased properties to verify to the best of their ability that products on the market are being grown on site. (Baked goods are exempt from this.) Every farm will be visited by management a minimum of once during Market season. *Permission to Visit* form must be submitted with application.

2. To maintain diversity vendors may purchase up to 25% of what is on their table. However, those products must still meet the “locally grown by a local farmer” requirements. (Example: no out of season tomatoes unless they are grown in a local greenhouse facility) **Resale products should be labeled for the public with a card designating the farm/facility of origin and/or general location of production. (Example: Jones’s Farm Floyd, VA)** Purchases may not be made from a commercial produce wholesaler and must be made directly from the local grower/producer/pick your own establishment. Any resale items must be accompanied with a receipt of purchase from the grower for our market manager to inspect. Receipts should have the name of the farm/facility, a contact name, and a telephone number.

**NOTE: Dishonesty about the source of produce being sold at the Market is grounds for immediate dismissal. Even if it is purchased locally, being dishonest to customers or management about where an item is produced will NOT be tolerated. Complaints by a producer of known or suspected violations of this rule must be submitted in written form, signed by the complainant, to the Market Director.**

3. The main function of the Farmers Market is to sell homegrown produce, which will take priority over crafts. The Salem Market Manager will have the authority to approve or disapprove any food or craft items to be sold on the Market in order to maintain desirable product ratios. Focus on locally grown and produced items is **strongly** encouraged for all vendors.

**The following merchandise may be sold at the Salem Farmers Market:**

**Food Items** –Locally grown produce, honey, cheeses, and eggs are acceptable provided that they meet all local, state, and federal governmental regulations for retail sale and are maintained at an approved temperature until sold.

**Baked Goods**- Cakes, brownies, fruit pies, breads, etc. are acceptable. No cream filled pastries, custards or items filled with dairy products (cream puffs, etc. filled with non-dairy filling are acceptable). Unless approved by market management, all baked goods must be wrapped and properly labeled (see details below).

**Canned Goods**- Home canned (highly acidified) vegetable products such as pickled cucumbers, pickled beets, chow-chow, salsa, pepper jellies, etc. can be sold **only if the vendor has an inspection report from the Dept. of Agriculture** (Bureau of Food Inspection 540-857-7344) and has received a passing certificate from a VDACS-approved Better Processing School. Most jellies and jams are acceptable as long as they are labeled properly. Home canned foods (low acid) products such as vegetables, meats, etc. **may not** be sold.

**All Baked and Canned Goods must be labeled with: name of product, net weight (or count), ingredients in order of predominance, manufacturer's name, and address. If being prepared without a VDACS kitchen inspection, then the label must also include "NOT FOR RESALE – PROCESSED AND PREPARED WITHOUT STATE INSPECTION".**

**Non-food Items** - Products not sold for consumption. Examples: New handmade items made by the vendor from homegrown products or collected natural local materials. For example: herb wreaths, grapevine wreaths, fresh or dried flower arrangements, fresh greenery, live plants, balled and burlapped or containerized trees, beeswax candles, and handmade soaps, lotions, or fragranced items made from locally grown or collected materials (prior approval required from the Market Director). Artificial plants and flowers are not allowed.

**Meats**- The market allows the following meats to be sold on the market with proper approved application permit: grass finished beef, goat, lamb, and pork. These are allowed with the following stipulations: Vendors certify that their meats are from an animal raised solely by the vendor from start to finish. If animal is not born on their farm, the vendor can vouch that their animal still meets the requirements of being hormone and antibiotic free when purchased, and throughout the remainder of its growth cycle, and vendor has raised the animal for a minimum of at least 6 months. Products meet all local, state, and federal governmental regulations for retail sale and are maintained at an approved temperature until sold. Proper labeling and necessary processing inspection reports are required for market sales and paperwork must be available for market management if requested.

Beef- must be pasture raised, finished on grass, and receive no hormones, preventative antibiotics, or grain. Animals are raised on pastures that are rotationally grazed, free of pesticides and herbicides.

Goat and Lamb- must be pasture raised, and receive no hormones or preventative antibiotics. Animals are raised on pastures that are free of pesticides and herbicides. Animals are not supplied with feed or supplements containing any animal by-products, antibiotics, chemical wormers, or any other drugs.

Pork- must be free of preventative antibiotics, synthetic hormones, or pesticides in production. Feed given should have contained no antibiotics, chemical wormers, or any other drugs. Allowed to have regular access to the outdoors with plenty of room to move around and express natural behaviors.

### III. HOURS OF OPERATION

1. The Market operates Monday through Saturday from 6 a.m. until dark. The Market is open 9 months of the year from April 1 through December 31. Evening hours may vary by necessity to allow setup for

certain special events. Any changes in schedule will be posted in a prominent location at the Market and will be advertised in the media as appropriate.

2. The Market Director can usually be reached from 7:30 a.m. until 3:30 p.m. Monday through Friday at 375-3028.
3. The Market Manager can be reached during most mornings at (540) 375-4098 Tuesday thru Saturday.

#### **IV. FEES**

- Daily fee \$5.00 per day. Vendors must pay prior to setting up in their designated stall space.
- Monthly fee \$45.00 per month - due on the first of the month.
- Short Season \$40.00 per month for any three consecutive months.  
*To be made in one (1) \$120.00 payment due on the first of the first month.*
- Long Season \$35.00 per month for any six consecutive months.  
*Two payments allowed - \$105.00 due on the first of the first month and also the first of the fourth month.*
- Full Season \$30.00 per month for the full season from April 1 December 31.  
*Two payments allowed--\$135.00 due by April 1 and September 1.*
- Stall 9 Half price. No parking available. See Market Manager.

*The Salem Farmer's Market is not responsible for lost or late payments sent through the mail or through a third party. We encourage you to hand deliver your rent and get a dated receipt.*

#### **V. LEASE AGREEMENTS AND ASSIGNMENT OF SPACE**

All vendors must contact the Market Director or Market Manager before occupying a space at the Market. Only those vendors with assigned daily, monthly or seasonal spaces will be allowed to sell on the Market.

Stall assignments will be made based upon the following criteria:

- Type of Vendor: Full Season, Daily, etc.
- The Vendor history at the Salem Farmers Market (length of time, consistency, quality of merchandise, complaints, etc.)
- Type of goods being sold (produce, baked goods, etc.)
- The focus & promotion of LOCAL AGRICULTURE that is promoted by the vendor (ie. Local produce in baked goods, etc.)
- Neighboring stalls – to maintain diversity and spread out competition
- Availability

No Vendors will be allowed to sell except from the constructed stalls, unless determined necessary due to market overflow by the market manager. These daily renters will still be charged a daily fee and may bring umbrellas and a table to set up.

1. If a vendor has not occupied his or her assigned stall by 8:00 a.m. each day, the stall will be rented to another vendor for the day. If the assignee reports to the Market Supervisor that his/her stall will be empty the following market day, the Supervisor can rent the stall in advance of 8 am to the first renter requesting the space. Spaces will be held open for vendors who call in and let us know that they will be late due to unforeseen circumstances.
2. Salem Market Vendors are not allowed to buy and resell items from non-market vendors on the Market property at any time.

3. Extenuating circumstances, safety and sanitation requirements, or approved special events may require and authorize the Market Manager to relocate Market vendors.
4. Sharing of stall space must be approved by the Market Manager prior to set up. This is strongly discouraged and will only be allowed in special circumstances. Otherwise, only one business is allowed to sell from a stall in the same day.
5. Proper dress will be required by all vendors and approved by the Market Supervisor. Proper language for a family atmosphere is also expected.
6. No person shall make a public outcry or give any musical or other entertainment for the purpose of drawing customers or attracting attention without prior permission from the Market Director.
7. All vendors (lessees) shall be held responsible for the actions of their employees, agents or persons working in concert with the vendor.
8. A daily stall opening will be rented on a “first-come, first-serve” basis. Any monthly or seasonal openings will be offered to current vendors according to their use of the market the previous year.
9. Compliance with requests made by city staff while performing their duties during city maintenance operations, market repairs, set ups for special events, market promotionals, or daily market operations is expected from Vendors.

## **VI. LICENSES, TAXES, AND PERMITS**

1. Any person using the Salem Farmer’s Market for the purposes of selling or offering for sale any items on the premises must comply with all federal, state, and local ordinances.
2. The collection and filing of all related taxes will be the responsibility of the individual vendor.
3. Regular vendors must have secured a current Growers Permit from the Virginia Cooperative Extension service and have it notarized by a Notary Public before they will be given a Vendors Permit by the Market Manager.
4. Homeowners selling for not more than 1 day during the season must submit an application, but do not need to set up a collection account with the Virginia Dept. of Taxation. However, homeowners selling more than once during the season must obtain a temporary sales license (Form ST50) from their local state tax district office 434-385-0813.
5. No vendors will be allowed to sell on the Market without submitting an application.
6. If vendors are selling resale produce (25% supplemental locally grown amount allowed per farmer on total merchandise during regular season), an Itinerant Merchants license must be secured from the Commissioner of the Revenue’s office.
7. If vendors are selling prepared foods, a Prepared Food and Beverage tax application must be secured from the office of the Director of Finance.
8. All weighing scales must have a current valid certification sticker signed by the Inspector from the Virginia Department of Weights and Measures. The Salem Farmers Market will typically have a representative from this office come by the market in the spring, prior to the market season.

**FOR YOUR INFORMATION:** Vendors who sell on a regular basis need to contact the Salem Commissioner of Revenues Office at (540) 375-3019, the Virginia Department of Taxation at (804) 440-2541, and the Salem Finance Department (540) 375-3061 for information that will be pertinent to them.

Remember, you the merchant are responsible to make sure that you are operating legally. Take the time to get the information that you need from the appropriate tax offices.

## **VII. PARKING AND TRAFFIC**

1. No vendor will be allowed overnight parking in the Market area in preparation for the next day's sales.
2. Stall 9 has parking and fee restrictions. See Market Supervisor.
3. Vendors may back their vehicles into their assigned stall space, any second vehicles must be parked in the regular parking spaces at the back of the lot.
4. Drivers of vehicles must, at all times, comply with all traffic signs, either marked on the pavement, erected on standards, or placed on buildings. They must also comply with the directions and orders of the Market Director or his/her authorized representative or any Law Officer.
5. Any person found in violation of the above traffic regulations and provisions shall be subject to citation or vehicle towing.

## **VIII. HEALTH, SANITATION, AND SAFETY**

1. All public litter containers in the Market area are for REASONABLE use by vendors and customers. Excessive or improper use by the vendors is not permitted.
2. The Market will provide & designate the location of and empty all public litter containers for use by vendors and customers.
3. Vendors will be held responsible to see that their stall is left reasonably clean and orderly at the end of each selling day. Failure to clean up the assigned area will result in a \$10.00 fine.
4. Use of chewing tobacco, alcohol, and snuff products will not be allowed on the Farmer's Market.
5. No vendor shall permit seepage or leakage of water or fluids from any part of their stall into the aisles or into other stalls.
6. The Salem Farmer's Market/City of Salem will not be responsible for damage or loss of any personal belongings.
7. Small children brought to the Market by vendors must be kept within the vendors' leased area or under the supervision of a designated adult. Due to the dense pedestrian and automobile traffic throughout the market area, we want to maintain a safe environment.
8. Although the Salem Farmers Market is a Dog-Friendly market, we want to avoid any issues or complaints associated with vendors with dogs. All dogs MUST be kept on a leash. Any sign of aggressiveness, barking, sanitation issues, etc. will NOT be tolerated. Please be mindful of those who are NOT dog lovers who are attending our market, both vendors and customers.
9. Lessee and his/her representatives agree to protect and hold the Lessor (City of Salem) harmless and to indemnify the Lessor, its officers, and employees from any and all claims demands, suits, actions, judgments, and recoveries for or on account of damage, theft, or injury (including death) to property or person occurring as a result of lessee's use of the leased property, including loss or injury resulting in the Lessee as the result of electrical or equipment failure, or any other cause whatsoever.

## **IX. STRUCTURAL**

1. Vendors must provide their own equipment and any additional set-up materials for display of items. Vendors may not use nails or other set-up materials which may permanently damage stall space.
2. No signs or advertisements are to be attached to the buildings or tables by staples, screws, nails, etc. Any sign that a vendor wishes to use in his own selling area must first be approved by the Market Manager.
3. No signs shall be used for commercial promotional activities of an advertising nature designed to attract public attention or support for a product, commodity or service which is not available for sale at such stall or the promotion for any business, political, controversial, or commercial entity.
4. Tables are not to be removed from the stall area.
5. Any needed repairs, hazardous conditions, or problems in the Market area should be reported to the Market Manager.

## **X. SPECIAL EVENTS**

The Salem Market has several special events during the market season. Some of the events such as the "Salem After 5" concerts that are held on the Market are not sponsored by the Salem Market. Because of setup time required or safety considerations, these events may require closing of the market at 2 pm, or in closing off of the Market's parking area to the public during regular vendor hours. Anytime either of these is required, changes in schedule will be posted in a prominent location for vendors at the Market and customers will be notified through the media as appropriate. A schedule of events is available to all vendors upon request.

### **CHEF'S CIRCLE**

During the 2012 Market Season, the Salem Farmers Market will present the 4<sup>th</sup> Annual Chef's Circle Cooking Demonstration Series. While vendors will be reimbursed for any items used by the Chef, any donated items will be recognized as coming from the specific vendor, creating an advertising opportunity for the vendor. A complete schedule for this event is available upon request. This event will begin mid-June and run through mid-August.

### **EBT / SNAP TOKEN PROGRAM**

The Salem Farmers Market is able to accept SNAP cards, as well as debit and credit cards. During the 2011 season the market vendors saw tremendous success with this program, with over \$14,000 being spent in tokens. For more information about this program, please speak with the Market Director. This is a very simple process and beneficial to everyone involved. All vendors are **STRONGLY ENCOURAGED** to participate in this program.

## **XI. TERMINATION**

1. The Market Director shall have the authority to terminate the lease of any vendor who fails to comply with all rules and regulations of the Salem Farmers Market. Each situation will be handled on an individual basis to best determine the necessary action that is in the best interest of the Salem Farmers Market.
2. The Market Supervisor shall have the authority to order from the Market any person involved with or displaying any of the following acts: Public drunkenness, inciting a riot, disturbance of the peace, loitering in certain areas, fighting / physical altercations, obstructing traffic, use of extremely obscene or abusive language, or loud or unreasonable noise. Persons refusing to leave the premises after being requested to do so by the Market Director or his/her representative will be considered to be trespassing and will be dealt with accordingly. The City reserves the right to immediately deny or revoke any stall lease of vendors exhibiting /participating in the above mentioned acts, when it is considered to be in the best interest of the Market operation.

**The City of Salem Farmers Market is open to all eligible vendors regardless of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.**