

# Beaverdale Farmers Market - 2017 Vendor Rules

1. Market Location: 4100 Urbandale Avenue, Des Moines, Iowa 50310 (Urbandale Ave. between Beaver Ave. & 42nd St.)
2. Market Dates: Every Tuesday, June 6 to September 12, 2017 (except July 4, 2017)
3. Market Hours (Rain or Shine): 4:00PM to 7:30PM
4. Vendor Fees: See Application

## I. Terms and Conditions of Sales

1. All persons desiring to sell items at the Market will submit a completed Beaverdale Farmers Market (BFM) Vendor Application on a form provided by the Market and each person must sign a statement indicating that they have read, understand, and agree to abide by the rules of the Market. Applications are for one year and vendors must complete an application and be accepted to participate each year.
2. All persons submitting an Application must provide an Inventory List of items to be sold at the Market ("List"). The submitted List will be examined at the time of application review and an approved List will be issued by the Market. Persons approved to sell at the Market (Vendors) may only sell items from their List. Due to our commitment to balance product mix, the number of vendors will be selected based on product categories. Full season is for vendors who are committed to attending all market dates.
3. In the event that a Vendor would like to modify his/her List, an amended inventory list must be submitted to the Market for approval. New items identified on the amended inventory list may not be sold prior to the market approval.
4. Only the following items that meet all applicable federal, state and local rules and regulations and approved by the Market may be offered for sale:
  - A. Fresh fruits
  - B. Fresh vegetables and herbs
  - C. Plants and flowers
  - D. Honey and maple syrup
  - E. Dairy products
  - F. Poultry and meat products.
  - G. Dried spices and mixes
  - H. IOWA homemade bakery goods
  - I. Iowa-produced Specialty Food Products
  - J. Beaverdale businesses- local retailers that wish to promote their products or services. Retailers must list any items to be sold or distributed on the vendor application. Additional items must be approved prior to market.
  - K. Processed Value-added Farm Products – These are considered farm products made from raw ingredients, a majority of which are grown and produced by the Farmer/vendor in the area. Products include all farm products that must in some way be produced AND processed by the farmer/vendor. Examples include cheeses & dairy, meats, dried fruits, fruit juices, jellies/jams, wine, salsa, canned vegetables, and other processed agricultural food products.
  - L. Craft items (must provide photos of items when submitting application).
  - M. Prepared foods (must provide menu and health inspection permit when submitting application).
  - N. Eggs
5. The BFM features Iowa homegrown or Iowa homemade products. Vendors selling Iowa homegrown or Iowa homemade products will receive first preference. The Market team reserves the right for final decision of acceptance of any vendor and/or vendor's products.
6. All items offered for sale at the Market must be first quality, unless they are expressly posted as "seconds" (i.e., bruised, damaged fruits or vegetables). If any produce, baked goods or other prepared items were not grown or made by the vendor selling them (i.e., purchased from a co-op, auction, or other grower) the vendor must display a sign not smaller than 8.5" x 11" with the words clearly printed: **"Some items are resale items and not produced by vendor."** No other words are allowed on this sign. The sign shall be securely displayed on the front of the vendor's table or canopy leg on all sides of the booth where the vendor allows browsing or sale of goods.
7. All processed foods should comply with the requirements set forth by federal, state and local laws, regulations and rules.
8. Items may be sold by the pound, bunch, piece, or measured container.

9. Products represented as “organic” will require proof of certification through a recognized organization, or a detailed explanation of the “organic” process used by the vendor. This also is defined as a vendor who is responsible for both planting and harvesting the produce or raising and harvesting the product regardless of whether or not they own the property. The grower is responsible for the product from beginning to end or “seed to table.” In this category BFM is seeking organically raised, chemical free, & producers using sustainable growing techniques. Products include but are not limited to: Vegetables and fruits, raised by vendor, flowers fresh or dried from your fresh cut flowers, herbs fresh or dried raised by vendor, honey, grains and nuts raised by vendor, meat & eggs from livestock raised by vendor, bedding plants, house plants, seedlings and saplings that you grow.

10. Vendors will carry insurance to cover the extent of their operations and liabilities. Each accepted vendor, in all product categories, is required to furnish proof of insurance before Market acceptance. Applicants do not need to show proof of a policy upon submitting application but will be required to provide a certificate of insurance prior to final acceptance. Vendor agrees to purchase and provide Certificate of General Commercial Liability insurance with \$1,000,000 limits. Certificate **must** be on file with the BFM prior to vending at the Beaverdale Farmers Market.

11. Vendors are required to comply with Iowa Sales Tax law. It is the responsibility of every vendor to know if they are required to collect and remit Iowa Sales Tax based on the product they sell. Questions/concerns regarding Iowa Sales Tax obligations should be directed to: Iowa Department of Revenue (515) 242-0259 and Tax Payer Services – 515-281-3114. Vendors are responsible for all permits and licenses required by Iowa and the local County to sell their products. Vendors are required to comply with State Public Health regulations governing the preparation, handling and presentation of food. It is the responsibility of every food handling vendor to know if they are required to obtain specific food handling licensing. This includes items such as prepared food, drink, homemade butter, home canned pickles, cut fruits or vegetables, meat products, or other potentially hazardous foods. Questions/concerns regarding food product regulations, safety, or licensing should be directed to: Iowa Department of Inspections and Appeals 515- 281-6538

12. Vendors are required to comply with all federal state and/or local laws and regulations.

13. Refunds: Full season vendors who pay and cancel before opening day of BFM season are eligible to receive a 90% refund of payment. No refunds will be issued after the start of the market season, June 6, 2017. Refunds will not be given for occasional or half-time vendor cancellations or no-shows.

## II. Prices and Signs

1. Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of the item is clearly displayed.

2. Prices for items shall be established only by individual Vendors.

3. Collusion among Vendors to raise or lower prices, or to exert pressure or persuasion to cause any Vendor to increase or decrease selling prices is prohibited.

4. Each Vendor must post the name and location of his/her farm or business at his/her assigned selling area in the Market. All vendor signs must remain within the allotted vendor's exhibit space and must not block traffic or pedestrian ingress or egress, or interfere with other vendor's display or views.

## III. Daily Operation

1. If a Vendor cannot attend the market, the Market must be notified at least 48 hours in advance at telephone number: 515-238-3245 or e-mail [info@beaverdalefarmersmarket.org](mailto:info@beaverdalefarmersmarket.org).

2. Market management has full authority to assign exhibit space. Requests for particular sites will be given consideration but management reserves the right to assign and locate all vendors. Full time vendors will report to assigned spaces and occasional vendors will report to management for space assignment.

3. Vendors are assigned one market stall. Most stalls are approx. 10x10; however vendors may have the option to purchase a 10 x 20 space, subject to BFM approval.

4. Selling at the market shall begin promptly at 4:00PM. No selling may take place before 4:00pm or after 7:30pm.

5. Vendors shall arrive no earlier than 3:10 PM to set up displays. Vendor must move vehicles out of market area promptly after unloading and before setting up booth. Vendors must vacate the selling area no later than 8:30 PM. Vehicles used for loading and unloading cannot block neighboring stall during set up and tear down..

6. Vendors are expected to sell for the entire market day. Vendors who have sold out of product before 7:30 pm may not tear down before 7:30 and also cannot enter market area with vehicles before 7:30 pm.
7. Each vendor is responsible for providing and removing any and all equipment and supplies he or she requires doing business on the Market site. This includes signs, tables, chairs, products and equipment utilized for clean-up purposes. All trash must be bagged and disposed of offsite by the vendor.
8. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.
9. Vendors must keep the vicinity in and around their selling area clean at all times and remove all refuse and unsold items at the end of each Market day.
10. Vendors must provide an approved trash receptacle when selling ready-to-eat items. All trash must be bagged and disposed of offsite by the vendor.
11. Vendors must be courteous to other Vendors and to the public at all times. Vendors and their agents, employees and representatives must maintain a neat and clean personal appearance at all times.
12. Smoking is prohibited by all market vendors within their stall and on market premises. No Vendor shall drink alcohol and/or possess or use any controlled substance or guns or weapons while at the Market.
13. Vehicles shall not be utilized as a display or dispensing area for Market goods unless it is a refrigerated unit or perishable items, or approved by the Market committee for dispensing of large or bulk produce such as sweet corn, pumpkins, and squash. No vehicle may remain running during Market hours other than for purposes of refrigeration of product. The use of canopies, awning and sun-umbrellas is encouraged. Canopies, awnings and umbrellas must be secured or anchored and must fit within the vendor's market space.
14. WEATHER – Iowa is a state of extremes where weather can change in a moment. The Market will operate unless under a WARNING or imminent threat of severe weather. Vendors will be notified of closings by email and notices will be posted to the Market website, on the Facebook page and Twitter feed.
15. Electricity is not available at the BFM. Generators may be approved under certain circumstances. If a vendor requires electricity at the BFM they are required to request approval. All generators must meet BFM guidelines under Rules and Regulations AND be approved by BFM Management in advance. If approved, vendor provides generator, extension cord, and are required to provide mats to cover the part of the cord that lies in walkways and all areas utilized by public. Generators must be muffled to respect BFM vendors, customers and residents. Generators producing over 60 decibels of sound will not be permitted to be used.
16. Vendors are not allowed to resell products that have been purchased from co-op, auction or wholesaler without specific permission from the market. Vendors must disclose what products were obtained from other producers (via wholesale, coop, auction, etc.) with a sign close to the products (see #6).

#### **IV. Grievances**

1. In the event of a dispute regarding any aspect of the Market, the Market Manager shall make a decision. Any failure to abide by the Market Manager's decision may be sufficient grounds for excluding the Vendor from the market.
2. A Vendor may file an appeal from the Market Manager's decision, in writing, to the Grievance Committee. Any appeal must be filed within ten (10) days of a decision.
3. Upon receipt of an appeal, the matter will be reviewed expeditiously.
4. The Grievance Committee will take no more than ten (10) days from receipt of the appeal to make its decision. During this time, the Vendor must adhere to the original decision of the Market Manager with no right to restitution for any losses.

I have read and accept the **Beaverdale Farmers Market 2017 Vendor Rules.**

Signature \_\_\_\_\_ Date \_\_\_\_\_