

Beaverdale Farmers Market – 2023 Handbook

1. **Market Location:** 4108 Franklin Ave., Des Moines, Iowa 50311 (Franklin Junior High)
2. **Market Dates:** Every Tuesday, June 6 to September 12, 2023 (no market on July 4)
3. **Market Hours (Rain or Shine):** 4:00 p.m. to 7:00 p.m.

I. Vendor Fees

- Full Time Vendor - 10x10 Space \$300 - 14 Week
- Full Time Vendor - 10x20 Space \$400 - 14 Week
- Half Time Vendor - 10x10 Space \$150 - 7 Week
- Occasional Vendor - 10x10 Space \$25 per market, minimum of 2 market days
- Full Time Food Truck - \$400 - 14 Weeks
- Half Time Food Truck - \$200 - 7 Weeks

An automatic charge allows BFM to charge your credit/debit card automatically for fees due. When you apply to BFM you will be asked for consent to charge the card you place on file for fees incurred during the season unless you withdraw permission. To withdraw permission please email info@beaverdalefarmersmarket.org. BFM will endeavor to notify you via email when an automatic payment has been processed. If a charge is made and an email is not received, please contact your Market Manager. BFM may also use e-invoicing to bill (or send a receipt) for vendor fees. You agree to receive your invoices/receipts electronically, via email at the address we have for you on file. Invoices and payment history shall generally be made available to you at any time by logging into your managemymarket.com account. Payments may also be made by check or money order and mailed to: 2215 - 32nd Street, Des Moines, Iowa 50310.

II. Terms and Conditions of Sales

1. All persons desiring to sell items at the Market must submit a completed Beaverdale Farmers Market (BFM) 2023 Vendor Application and abide by the rules of the 2023 Market. The form may be filled out and submitted online at Managemymarket.com. Applications are valid only for the current calendar 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. Certified Organic Produce
 - K. Eggs
 - L. Non Profit.
 - M. Craft items (must provide photos of items when submitting application).
 - N. Prepared foods (must provide menu and health inspection permit when submitting application).
 - O. Local Business
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. Items may be sold by the pound, bunch, piece, or measured container.

7. 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 and 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.

8. 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 begins. 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 Beavertdale Farmers Market.

9. 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 can be directed to: Iowa Department of Revenue & 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 515-281-7102.

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

11. 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, 2023. Refunds will not be given for occasional or half-time vendor cancellations or no-shows.

III. Prices and Signs

12. Prices for all items for sale shall be posted clearly on a sign or on a tag secured to the item. No item shall be sold unless the price of the item is clearly displayed.

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

14. 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.

15. 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.

IV. Daily Operation

16. **If a Vendor cannot attend the market, the Market must be notified at least 24 hours in advance. Text or call 515-650-1652 or e-mail info@beavertdalefarmersmarket.org.** If vendor does not notify the market of their absence, (no call no show), they may be terminated at Beavertdale Farmers Market vendors for the season. Repeated absence at the market when scheduled may result in termination.

17. 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.

18. 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.

19. Selling at the market shall begin promptly at 4:00PM. No selling may take place before 4:00pm or after 7:00pm.
20. Vendors shall arrive no earlier than 3:00 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 8:00 PM. Vehicles used for loading and unloading cannot block neighboring stall during set up and tear down..
21. Vendors are expected to sell for the entire market day. Vendors who have sold out of product before 7:00 pm may not tear down before 7:00 and also cannot enter market area with vehicles before 7:00 pm.
22. 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.
23. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market outside of their booth area. No loud hawking of items is allowed.
24. 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.
25. 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.
26. 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.
27. 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.
28. Vehicles shall not be utilized as a display or dispensing area for Market goods unless it is a refrigerated unit for 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.
29. 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.
30. Electricity is not available at the BFM. Generators may be approved under certain circumstances. All generators must meet BFM guidelines under Handbook 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.
31. Produce vendors are not allowed to resell products that have been purchased from co-op, auction or wholesaler without specific permission from the market. (see #I-6).

V. 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 Beaverdale Farmers Market Board. 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 Beaverdale Farmers Market Board 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 Handbook 2023.**