# **Beaverdale Farmers Market – 2025 Handbook**

- 1. Market Location: 4801 Franklin Ave., Des Moines, Iowa 50311 (Franklin Event Center)
- 2. Market Dates: Every Tuesday, June 3 to September 9, 2025
- 3. Market Hours (Rain or Shine): 4:00 p.m. to 7:00 p.m.

#### I. VENDOR FEES

Full Time Vendor - 10x10 Space \$300 - 15 Week

Full Time Vendor - 10x20 Space \$400 - 15 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 - 15 Weeks

Half Time Food Truck - \$200 - 7 Weeks

In this document, the term "Vendor" applies to all of the above fee categories unless otherwise specified.

### A. Payment

1. An automatic charge allows Beaverdale Farmers Market ("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: 2643 Beaver Ave, #333, Des Moines, Iowa 50310.

# B. Refunds

- 1. Full Time 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 3, 2025. Refunds will not be given for occasional or half time Vendor cancellations or no-shows.
- 2. If a half time, full time, or occasional Vendor/food truck has been terminated for the Market season by the BFM Market Manager and/or Board, no refund will be issued (reference section V.)

# II. TERMS AND CONDITIONS OF SALES

### A. Inventory List

- 1. All persons desiring to sell items at the Market must submit a completed BFM 2025 Vendor Application. The application may be filled out and submitted online at <u>Managemymarket.com</u>. Applications are valid only for the current calendar year.
- 2. All persons submitting an application must provide an Inventory List ("List") of items to be sold at the Market. 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.
- 3. In the event that a Vendor would like to modify their pre approved List, an amended List must be

submitted to the Market for approval. New items identified on the amended List may not be sold prior to 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 Products
  - k) Eggs
  - I) Non Profit services
  - 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 services
- 5. The BFM features lowa homegrown or lowa homemade products. Vendors selling lowa homegrown or lowa homemade products will receive first preference. The Market team reserves the right for final decision of acceptance of any Vendor products.

#### B. Insurance

1. Vendors will carry insurance to cover the extent of their operations and liabilities. Applicants do not need to show proof of a policy upon submitting an application but will be required to provide a certificate of insurance prior to final acceptance. Each accepted Vendor, in all product categories, is required to furnish proof of insurance before the market begins. 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 BFM.

# C. Federal, State, and Local Regulations

- 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 at their general number (515)281-3114.
- 2. Vendors are responsible for all permits and licenses required by lowa 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: lowa Department of Inspections, Appeals and Licensing at their general number (515)281-7102 or their division of Food Safety and Licensing (515)725-5342.

- 3. Products represented as "organic" will require proof of certification through a recognized organization. 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.
- 4. Vendors are required to comply with all federal, state and/or local laws and regulations.

# III. PRICING AND SIGNAGE

# A. Pricing

- 1. 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.
- 2. Prices for items shall be established only by individual Vendors.
- 3. Collusion among Vendors to raise or lower prices, including to exert pressure or persuasion to cause any Vendor to increase or decrease selling prices, is prohibited.

# B. Signage

1. Each Vendor must post the name and location of their farm/business at their 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 as well as not to interfere with other Vendor's display, view or assigned selling area.

# IV. MARKET OPERATIONS

### A. Vendor Cancellation

1. If a Vendor cannot attend the market, the Market Manager must be notified at least 24 hours in advance. Text or call 515-650-1652 or email info@beaverdalefarmersmarket.org. If the Vendor does not notify the Market of their absence, (no call/no show), they may be terminated from the BFM for the season. Repeated absence at the market when scheduled may result in termination (reference section V).

#### B. Assigned Selling/Exhibit Area

- 1. Non-food truck 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.
- 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 part time/occasional Vendors will report to management for space assignment.

# C. Weather

- 1. 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 Instagram feed.
- 2. In the event of a weather cancellation, Vendors are not permitted to sell items at the Market location.

#### D. Behavior

1. No Vendor shall engage in solicitation, collection drives, political or religious activities in the Market outside of their booth area, and only with prior approval from the Market. No loud hawking of items is allowed.

2. 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.

# E. Set Up, Tear Down and the Duration of Market

- 1. Selling at the Market shall begin promptly at 4:00 pm. No selling may take place before 4:00 pm or after 7:00 pm. No handing of products to customers may occur before 4:00 pm to circumvent customers waiting in lines for the Market to open.
- 2. Vendors shall arrive no earlier than 3:00 pm to set up displays. Vendors must move vehicles out of the Market area promptly after unloading and before setting up their booth unless given permission by board (reference section IV.E.6).
- 3. No vehicles are allowed in the designated Market area after 3:45pm. You may carry your produce, goods, displays, and products by hand or dolly.
- 4. 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.
- 5. Electricity is not available at the BFM. Generators may be approved under certain circumstances The use of generators must be approved in advance by BFM management and generator use must meet all requirements laid out in this Handbook. If approved, the Vendor provides a 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 the 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.
- 6. 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 for dispensing of large or bulk produce including but not limited to 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 assigned space.
- 7. Smoking is prohibited by all Market Vendors within their stall and on Market premises. No Vendor shall drink/possess alcohol and/or controlled substance and/or weapons while on site.
- 8. Produce Vendors are not allowed to resell products that have been purchased from co-op, auction or wholesaler without specific permission from the Market. (reference section II.A.4).
- 9. Vendors must vacate the selling area no later than 8:00 PM. Vehicles used for loading and unloading cannot block neighboring stalls during set up and tear down.
- 10. Vendors are expected to present for the entire Market period. Vendors who have sold out of product before 7:00 pm may not tear down before 7:00 pm and also cannot enter the market area with vehicles before 7:00 pm.
- 11. Each Vendor is responsible for providing and removing any and all equipment and supplies they require to do business on the Market site. This includes but is not limited to signs, tables, chairs, products and equipment utilized for clean-up purposes.
- 12. Vendor trash must be bagged and disposed of offsite by the Vendor.

# V. VENDOR DISCIPLINARY ACTION

#### A. Disciplinary Action

- 1. Disciplinary action will be handled on a case by case basis by the BFM Board ("Board"). The Vendor will receive an email on the result of the Board decisions. Depending on the severity of the situation, immediate termination can occur.
  - a) Reasons that the Board may take disciplinary action may include but are not limited to: no call/no show, selling poor quality items, selling outside your approved list, leaving Market before 7:00 pm, selling before 4:00 pm, not set up

by 4:00 pm, and/or threatening behavior towards others.

- Reasons for Immediate termination may include but are not limited to: physical violence, threats of physical violence, use of weapon(s), and/or threats involving weapon(s).
- 2. In the event of a dispute regarding any aspect of the Market, decision making will lie with the Market Manager. Any failure to abide by the Market Manager's decision may be sufficient grounds for excluding the Vendor from the Market.

#### **B.** Appeals Process

- 1. 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. Appeals can be submitted in writing at the Market or electronically to info@beaverdalefarmersmarket.org.
- 2. Upon receipt of an appeal, the matter will be reviewed expeditiously.
- 3. 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 2025

