



## **Vendors Rules & Guidelines**

Our Mission is to grow a market experience that nourishes and inspires community.

The Cedar River Farmers Market supports and promotes the market in the greater Austin, MN area. The City of Austin has entered into a management agreement with the Cedar River Farmers Market to provide oversight for the farmers market, collect fees, and ensure compliance with the City Code requirements until such a time that the market becomes independent and incorporated as a non-profit organization in the State of Minnesota.

Vendors participating in the market are Vendor Members of the market organization and abide by standards for quality products that are locally grown, baked, or crafted. Each membership shall be eligible to vote for an appointed voting representative to cast the member's vote in organization elections. Members are invited to attend all Meetings of the Members and are kept informed of all market business and activities.

### **Location**

The Cedar River Farmers Market operates on Thursdays from 4-7pm (May 19th - October 20th, 4-6pm after Labor Day) and is located at 501 Oakland Ave East in Austin, MN.

### **Who May Sell at the Cedar River Farmers Market**

A Vendor must meet the following qualifications:

1. Be defined as a person or agent who sells market goods to the public
2. Be a member of the Cedar River Farmers Market
3. Have submitted the required application and been approved by the Governing Board for participation in the Market
4. Have paid the required fees
5. Produce, raise, make, or bake their products on property they own or lease within a 125-mile radius of Austin, Minnesota
  - a. For prospective members at the far edges of this radius, a straight-line calculation from the Market's location to the prospective member's production location will be used.
6. Agree to abide by the Cedar River Farmers Market Vendor Rules & Guidelines

Note: Exceptions to these qualifications for the purpose of maintaining and promoting diversity and variety in the market must receive approval from the Governing Board.

## **Application and Fees**

Application and payment of fees for the right to sell products at the market in Austin constitute an agreement by vendors to abide by the Cedar River Farmers Market Vendor Rules & Guidelines. Vendor Permits can be applied for at [impactaustintogether.org](http://impactaustintogether.org) or at the Austin City Hall City Clerk Office (500 4th Ave NE, south entrance)

1. Full-season members are responsible for their annual Vendor/Member fee of \$50.
  - a. Fee applicable for 2021 season and subject to change in future seasons.
  - b. There will be no application deadline for the 2021 Market season. Future season deadline to be determined.
2. Non-members may apply for a daily vendor permit at \$5 per stall at the Market, if available, and are also required to complete the forms outlined below in point number 5.
3. Fees must be paid in advance to have access to a vendor stall.
4. Once becoming an approved Vendor, the following forms are to be completed annually and prior to receiving Membership or Daily Permit :
  - a. Code of Conduct
  - b. Emergency Contact
  - c. Indemnity Agreement
  - d. Proof of Liability Insurance
  - e. Copy & Clearance of all applicable licenses or certifications (such as MN Cottage Food Producer certificate)
  - f. Operator Certificate of Compliance (MN State Tax ST-19 Form)
  - g. Vendor Profile (optional)

## **Sponsored Booths: Student & Immigrant Vendors**

The purpose of these sponsored vendor stalls are to grow and develop student & immigrant-owned businesses in our community. Each year, the Market will seek up to four vendor stall sponsors to cover the Vendor fee for these businesses.

## **Market Goods**

The following items are approved for sale, all to be produced/grown *by the Vendor*:

1. Fresh fruits, vegetables, herbs, and spices
2. Farm products such as meats, fish, poultry, dairy, eggs, cheese, honey, and maple syrup
3. Cottage Foods found on the [NPH food list](https://www.mncfpa.org/potentially-non-hazardous-list/)  
(<https://www.mncfpa.org/potentially-non-hazardous-list/>)
4. Bedding plants, hanging and potted plants, dried flowers, cut flowers and plants

5. Hand-made, local arts, crafts, and other products.
6. Ready-to-eat food products made by businesses &/or food trucks that carry the required licensing

Additional Market opportunities include:

1. Live Demo Vendors from local businesses/organizations
2. Local Wellness Vendors (yoga, chiropractic, massage)
3. Live Music (from local musicians whose music was created by themselves)

The following items are currently not approved for sale:

Alcohol

Food products containing any form of CBD, CBG, CBN, etc.

Acidified Cottage Foods (ex. Pickles & Salsa) that cross state lines (from IA, WI)

Vendors may sell any items approved by the Board and shown in their market application.

### **Rules Regarding Market Goods**

1. Cottage Foods must be labeled with information about ingredients, sub-ingredients, allergens, weight, and processing date, in accordance with Minnesota statute 28A.152.
2. Processed items must be sold with a valid processing registration (minimum of a Minnesota Cottage Law Producer Registration). Signage and registration must be clearly posted at Vendor stalls when such are required for specific items.
3. All items must be prepared, displayed, sampled and stored in accordance with Minnesota Department of Agriculture, Minnesota Department of Health, United States Department of Agriculture, Mower County Health and Human Services Department and Food Safety Modernization Act guidelines.
4. When a food packaging label is required, you must prominently and conspicuously display on the food packaging label the name, Cottage Food registration number, and the complete business address of the farm/business where the product was grown/produced.
5. When a food packaging label is not required on food (ex. produce), your stall must prominently and conspicuously display the name and complete business address of the farm where the produce was grown on a printed label, poster, or sign.
6. Produce sold as "certified organic" must have originated from a Certified Organic Farm.
7. Farmers/growers that are not certified organic growers, but use organic practices according to State and Federal regulations or National Organic Standards or practice pesticide free farming, may advertise or sell produce labeled accordingly.
8. All items may be sold by bulk, bundle, or individual item. Items sold by weight units of measure require a State Certified Scale.
9. Food sampling is allowed for Vendors who follow the food sampling requirements in M.S. 28A.151.

## Stall Assignment

1. Seasonal Membership Permit or Daily Permit must be displayed prominently in stall space each Market day.
2. Each membership entitles the Vendor to one stall space the size of one vehicle and a 10'x10' canopy, unless otherwise directed by the Governing Board.
3. Vendors may choose to purchase more than one space, subject to availability.
4. A permit shall be non transferable between vendors and shall be non-refundable.
5. Vendors purchasing full-season permits will be assigned to a specific stall.
6. Vendors purchasing daily permits are assigned as available.
7. To maintain a cohesive market, the Governing Board or a Market Manager reserves the right to move vendors as needed.

## General Market Guidelines

1. All Vendors must abide by and all products must comply with all applicable federal, state, and local regulations.
2. Vendors must arrive prior to market opening, be set up and ready for sales by the start time of the Market. Vendors must not take down their canopy to close or leave the market earlier than closing time of the Market.
3. Due to safety concerns, vendors must arrive at least 15 minutes before the start of the market. One warning shall be given per vendor for late arrival; Market Manager & the Governing Board has discretion to turn away late arrivals.
4. If a situation arises and a vendor cannot make it to the market he/she must call the Market Manager 24 hours before the market begins.
5. All permits and licenses required by the City of Austin, Mower County, the State of Minnesota or the Federal Government are the sole responsibility of the vendors.
6. Vendors are required to have adequate insurance as needed to sell at The Market and adequate insurance to do business in the State of Minnesota and, upon acceptance of membership, to furnish the Market with proof of such insurance.
7. Vendor stalls are 10 ft x 10ft. Tables shall not exceed the width of the parking stall space, and must maintain a minimum of 40 inches clearance from all obstacles for pedestrians.
8. Food items must be kept at least six inches above the ground.
9. Vendors may not sell, sublet, or rent their space to any other individual.
10. Vendors may only sell products they produced themselves. Reselling of any product that has been traded, bartered, or bought wholesale is not permitted.
11. Products that are offered for sale under a brand name other than the Vendor are not permitted.
12. All tents must be weighted down with a *minimum* of 20 pounds per leg. Tents or canopies may not be staked.
13. No pets or other live animals shall be allowed in the vendor area, with the exclusion of service animals, per state regulation. The sale or giving away of live animals on the Market grounds is prohibited.

14. Smoking, tobacco, drugs, or alcoholic substances are prohibited from use in the Market or on the grounds during the Market's designated hours of operation.
15. Vendors must display legibly marked prices of all goods for sale.
16. All goods for sale must be in sound condition and of sound quality. All edible goods must be safe for human consumption. The vendor is solely responsible for any damage resulting from the sale of unsound or unsafe goods. If complaints about food quality are received by Market staff or Board members, the Vendor will be asked to remedy the complaint. Failure to do so may result in loss of vendor privilege to sell the item at the Farmer's Market.
17. Vendors must wear shoes, shirts and dress appropriately for vending in public. Vendors must keep their stall area neat and free of litter. All vendors shall clean up around their vehicles when they have completed their sales for each day. All trash must be disposed of properly and all stall areas must be swept of debris.
18. Vendors must comply with any City, State, or Federal COVID-19 protocols and provide their own PPE and hand sanitizer.
19. Vendor's family members and employees may sell. Member's children of 16 years or older with a valid driver's license may sell unaccompanied. Children under the age of 16 may sell, so long as they are accompanied at the Market by the Vendor, Vendor's employee, or another of the Vendor's child of 16 or older with a valid driver's license.
20. Vendors are responsible for conveying rules and conduct expectations to their children and employees, and for ensuring appropriate behavior of their children at the Market.
21. No verbal, written or social media harassing will be tolerated to patrons, market employees, volunteers, growers or board members per code of conduct.
22. The Market Manager or designee is responsible for overseeing the activities of the Market and enforcing the Market Rules when necessary.

### **Vendor Activity Outside of Regular Market Hours**

Market Vendors may not set up a stall, table, canopy, booth, signage, or other presence at this market site that is suggestive of a Vendor in the Market location outside of the regular Market hours unless they have a separate agreement with the City of Austin. Vendors may make pre-scheduled deliveries to specific customers at the market location, so long as there is no stall set-up and no signage displayed.

### **Code of Conduct, Grievances, & Compliance**

All Vendors are required to help promote the Market in a positive and professional manner to customers and the community. When confronted with an unhappy customer, Vendors are expected to remain professional.

Any conflict arising between vendors and/or board members must be channeled through the Governing Board or Market Manager. Confrontations are not allowed at the market.

1. Existing or prospective concerns about vendors must be brought to the Governing Board or the Market Manager, in writing, *not during Market hours*.
  - a. The letter must contain specific questions or allegations with date, time, and name of person(s) that is subject to the complaint that the board can act upon.
  - b. Written complaints must include: contact information of the person(s) writing the letter, date, name of Vendor in question, specific suspected violation of market rule, specific date of suspected rule violation.
2. All complaints must be timely with minimal delay between suspected rule violation and written notice.
3. All complaints must be verifiable, or capable of farm or home inspection.
4. The Market Manager and Governing Board will discuss merits of the complaint and take necessary, timely steps to pursue or dismiss the complaint.

Submission of application for membership to the Market and signature on documents outlined in the *Application and Fees* section serves as the Vendor's agreement to abide by the rules of the Market, as established by the Governing Board. If *documented proof* of egregious violation occurs that jeopardizes the health of a customer, another Vendor, or the the overall health of the Market, the Governing Board will take action for dismissal of membership from the Market and the Vendor will be given notice of dismissal.

#### **Violations of above Farmer's Market Rules & Guidelines**

1. First offense – Verbal warning from the Market Manager or Governing Board member.
2. Second Offense – Written notice from the Governing Board.
3. Third Offense – Loss of selling privileges for the remainder of the Market season. An alleged violation may be reported by completing a "Cedar River Farmers Market Rule Violation Form" available from the Market Manager or any Board member. The Governing Board will be the arbiter of disputes.

Any vendor who loses their selling privileges at the market will be given an opportunity to appeal. Notice of such motion of expulsion shall be given to the member in writing fourteen (14) days prior to the meeting at which motion shall be presented.

#### **Covenant Not to Sue**

The Vendor may not institute any action or suit at law or equity against The Market, the Governing Board, any Market employee or agents; the City of Austin, the City's employees or agents. A Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss, or injury to person(s) or property as a result of operation of this Contract. This section shall survive any termination of the Contract.

#### **Indemnification**

The Vendor agrees to fully indemnify and hold harmless The Market, the Governing Board, any Market employee or agents; the City of Austin, the City's employees or agents and any adjacent property owner from any and all liability, loss, or damage(s) which may be incurred as a result of any and all claims, demands, costs, judgments or expenses, including attorney fees, arising from the vendor's participation in The Market. This Section shall survive the termination of the contract.

### **Events and Promotions**

The Market may conduct promotions and events at the Farmer's Market to attract additional customers and to add to the atmosphere of the Market. Vendors agree to cooperate with The Market and/or its designees in conducting such events and promotions.

### **Photo Policy**

The Market reserves the right to photograph participants in the market atmosphere and during special events for the use of promoting the Market.

### **Meetings of the Members**

Regular meetings of the Vendor Members shall be held in January, February, and March to prepare for the Market season of that year.

An annual meeting of the members shall take place in the month of November, the specific date, time, and location of which will be designated by the Executive Committee of the Governing Board. At the annual meeting the members shall elect directors and officers, receive reports on the activities of the organization for the past season, share concerns, and determine the direction of the organization for the coming year. Notice of these meetings shall be sent to all Vendor Members no less than two weeks prior to the meeting date.

### **Incident Report**

Any accident, injury, or other complaint with the potential for legal action that is made known to the Market Manager shall result in the Incident Report being filed in the Market records for that day.