



TIFTON FARMERS MARKET VENDOR GUIDELINES – SPRING 2025

Please read regulations before completing your application to sell – submission of application is your acknowledgment that you are willing to abide by all Market Guidelines below.

- The Tifton Farmers Market is an open-air, community-based market, open to vendors growing or making all or most of their own products. **The market will open April 5-July 26, 2025 for a Spring Market.**
- Market Location: Downtown Tifton on 1st Street Extension on Saturdays from 9am-Noon
- Booth Fees: All booth fees are non-refundable and non-transferable. **Please make check payable to Tifton Farmers Market.**
 - ❖ **Farm/Food/Plant Vendors:** May pay weekly at \$20/market or a seasonal fee of \$260 (\$80 savings) secures your spot for all regular markets during the spring market season- but attendance must be communicated with market manager weekly in order to be included in space assignments for the upcoming week. Payment is due by April 12 in order to take advantage of the annual fee option and based on a first come, first serve basis according to the spaces available.
 - ❖ **Craft Vendors** \$20 per market. (*no seasonal option)
 - ❖ **Charitable/non-profit groups:** \$0/market. Non-profit groups (recognized as such by the IRS) may sell approved items to raise funds for a local cause. A letter of verification from the organization's leader must be submitted with the application and clear signage of non-profit status must be displayed on the table at market. Only one non-profit vendor will be accepted per market.
- **The Market Management Committee (the “Committee”) will contact you within a timely manner of receipt of your application to let you know whether you are approved for the season.** The Market reserves the right to request more information and/or visit the site of production named in the application before a decision is made. Admission to the Market does not guarantee permission to sell at the Market during the entire season. Participation is a revocable agreement, and any misconduct or violation of this agreement may result in suspension or termination from the TFM at the discretion of the Staff and Manager.
- Payment is due at the time of the market. Market Management will collect fees.
- All products must be approved by the Committee. Space is limited and all participants are carefully selected. Vendors consistently not complying with the guidelines will be given a written warning from the Market Management Committee or its designee. If you sign up for a market but know that you won't be able to make it, please inform the market manager within 24hours of the market. **“No Shows” will result in potential dismissal from the market season.**
- Cooperatives of vendors consisting of multiple local growers/producers selling similar goods or produce made or grown by the members of the cooperative are permitted to sell at a single table, provided that guidelines above for permitted products are followed by the cooperative as if the cooperative were considered a single vendor.
- **Permitted products:** At least 75% of total *produce* sold must be homegrown, and the vendor or members of his/her family who are selling the produce must have participated in the production of the items for sale

and must be able to answer questions about production and content. Processed items and crafts should all be handcrafted by the vendor from all-natural products. Resale (up to 25%) is permitted for produce only. Bulk grains, beans, or herbs may not be re-packaged and sold.

- All Vendors are required to provide copies of all applicable certifications, registrations, and licenses to the Market before beginning participation, and are strongly encouraged to keep these certifications and licenses with them during market hours and display them when required by law. Failure to keep these certifications and licenses current will be considered a violation of the market rules.
- **Permitted products are as follows:**
 - ❖ **Fresh produce:** Must be either homegrown or grown in the South. All produce sellers must be willing to submit to a farm inspection at the request of the Market Management Committee. If you cannot show the Market Management Committee (or its designee) that you are growing the crops you sold on the Saturday previous to your farm inspection and/or according to the copy of any leases you furnished, then you will receive a letter notifying you that you may not sell at TFM for the rest of the season. This is a serious issue and three strikes are not necessary for this rule to be in effect. **To repeat, if you bring produce to the market stating it is grown by you and that fact can't be substantiated by a farm inspection and/or copies of leases you provided, then you will receive a letter notifying you that you will not be allowed to sell at TFM for the remainder of the season. Please note that you are agreeing to this when you sign and submit your application.**

You cannot label produce as “organic” unless you have USDA certification or show that you qualify under USDA exemptions; however, you can use other words/phrases to describe your product. Produce vendors must complete and display a standard price sheet. The committee reserves the right to request removal of low-quality produce from a vendor’s table. **Again, the committee may request a farm visit to verify farm practices and produce being sold by each vendor. Failure to submit to an inspection will result in your being removed from the market for the remainder of the season.**
 - ❖ **Plants:** Ornamentals, vegetables, fruits, herbs, and trees. **75%** Must be cultivated by vendor; 25% resale allowed.
 - ❖ **Homemade from-scratch baked goods:** All packaged food products must be INDIVIDUALLY labeled to indicate all ingredients, as well as the name, address, and phone number of provider. Local products should be used and featured whenever possible. **Generic labels for multiple items with varying ingredients are not acceptable. At minimum, requires a cottage food license.**
 - ❖ **Home-canned jellies and jams:** these should be processed using the highest current safety standards, using a water bath or pressure canning process for the appropriate length of time, in properly sanitized and sealed jars. All canned products must be **INDIVIDUALLY** labeled to indicate ingredients, as well as the name, address, and phone of producer. **At minimum, requires a cottage food license.**
 - ❖ **Locally-produced honey and syrup** (labeled as above).
 - ❖ **Locally/regionally roasted coffee.**
 - ❖ **Locally-grown nuts:** Boiled peanuts or roasted pecans may be sold in bags but must be locally grown and processed on vendor’s farm.
 - ❖ **Herbal health remedies/teas/vinegars:** must be clearly labeled with all ingredients
 - ❖ **Locally produced cookbooks supporting community groups.**
 - ❖ **Traditional crafts produced by local artisans using natural/agricultural products** (example, pottery, soap, baskets, woodworking, knitting, quilting, and natural jewelry): **No crafts made from synthetics**

such as acrylic, synthetic fragrances, and plastics.

- **The following items may not be sold unless vendor has the proper license from the State of Georgia and follows all state regulations for safe storage and labeling:** Eggs; meat; dairy products; low-acid/acidified canned goods (i.e. pickles, salsa, vegetables); processed/prepared foods (except items in above permitted list); live animals.
- **All items must comply with the USDA Guidelines.**
- If selling a dairy product for “pet consumption,” do not distribute information promoting use of product for human consumption.
- **Vendors may NOT sell consumable products unless properly licensed. This includes beverages.**
- No smoking or tobacco products allowed on site.
- Alcohol is prohibited except at approved functions.
- No soliciting for political or religious purposes.
- No loud music unless part of market performance.
- Samples may be offered (if not highly perishable) but must be kept covered at all times and vendors must control access to samples. Samples should be offered without touching food unless you are wearing clean, food quality gloves. Do not handle money with food gloves on or you defeat the purpose. Samples left on trays for customers to pick up must be individually presented (wrapped or in muffin cup). Vendors may also use tongs to present a sample to the customer. For items that require refrigeration (baked goods containing perishable products, like cream cheese, custards, etc.), items should be maintained at 40 degrees F or lower until time of purchase.
- **ALL VENDORS: Please wash or sanitize your hands frequently, especially after handling money, eating food, or using a phone!**
- Loading and Unloading 1st Street Extension will be blocked off on Friday at midnight. Vendors will be allowed to start setting up at 7:00 am. Parking in the area is first-come, first-served and is not reserved or saved specifically for the Market. Vendors **MUST NOT** double park, use the Handicap Parking Space or block ramps or curbs unless instructed to do so by the market manager. Do not drive on the lawn or sidewalk. When available, there may be volunteers on hand to assist in loading and unloading; however, vendors should not bring things they are not capable of moving on their own. Once unloading is completed, Vendors must park their vehicles in a legal parking space.
- Booth set-up: **Participants must have their space set up and ready for the public by 8:40. If you have not arrived by 8:30, you will forfeit your space for that market day** and the Market Management Committee, or its designee, may at his/her discretion allow another vendor to use that space. Vendors arriving after 8:30 must park in the approved area away from the market and carry their items to their space-only if they are able to be ready to sell by 8:40. No vehicles will be allowed in the loading area/walkway after 8:40 For safety reasons and to provide a high-quality experience for our customers, no vehicles are allowed in the market area until the official closing of the market at Noon. . Littering of any type is strictly prohibited. All Vendors must move all trash from their tent space at the close of each market.
- Check out and Breakdown Before leaving, each Vendor must check out with Staff. At this time, all financial transactions between the Vendor and the Market will be conducted including all fees for the day. Failure to check out is a violation of our rules and may result in a fine. Vendors need to begin packing their belongings and moving them to their vehicles by 12:30 pm. Vendors must vacate the premises by 1:30 pm. Vendors are responsible for being able to transport their own property, including any equipment needed for setup, and product to be sold.

- Vendors must supply their own change and bags. Vendors will be assigned a 10x10 space each week by the market manager, depending on the number of approved vendors. You must furnish your own table/tent/chairs. Selling from vehicles is not permitted (except for pre-approved refrigeration vehicles). Vehicles may be used to transport items to the table, but the vehicle must be moved to an approved area by 8:40am.
- Tents **MUST** be weighted with sandbags or an equivalent material as soon as the structure is erected. Concrete blocks or items that customers may trip over are not acceptable.
- All new product types brought to market by a vendor must be approved in advance by the Market Management Committee.
- All vendors are expected to set up on time and stay for the full duration of the market (until 12 noon). Attendance is vital at our Market for both visitor trust and Market planning. Missing Market days is excusable if the market staff is notified by the Wednesday before the market. Communication is essential! Failure to contact the market manager that you will be absent will count as a “no-show”. After two no-shows, vendors will be expected to pay a \$20 fine on top of their vendor fee at their next market. Management reserves the right to revoke vendor’s approval to sell at the market.
- We will ask each vendor for estimated gross sales totals at the end of each market. The information will be kept confidential and listed according to category, not vendor. This will help the market make sound decisions for growth and assist in grant applications. We will ask you at each market for your estimated total food and non-food sales. The Market pays no sales tax on behalf of vendors and is not responsible for the payment of any federal or state sales tax that you may owe.
- The procedure regarding other violations of Market Rules, customer complaints, poor behavior or foul language, will result in the following:
 - Warning: Vendor receives notification of violation and must cease action or correct issues cited in violation immediately.
 - First violation: Vendor receives written notification of violation, must cease action or correct issues cited in violation immediately, and pays a \$25 fee.
 - Second violation: Vendor receives written notification of violation, must cease action cited in violation immediately, pays a \$50 fee and loses the right to sell the following 2 weeks.
 - Third violation: Vendor receives written notification of violation, must cease action cited in violation, and loses the right to sell for the rest of the market season.
- **Hold Harmless and Indemnification Clause** All authorized Vendors participating in the Tifton Farmers’ Market are independent operators and shall be liable for any loss or damage to property, personal injury, including death, or any other injury or damage that may occur as a result of any act or omission of Vendor and/or Vendor’s agents, representatives, employees and contractors. Vendor further agrees to indemnify and hold harmless Tifton Farmers’ Market, its officers, directors, agents, employees and representatives and the City of Tifton, its elected officials, officers, agents, employees and representatives, for any loss, costs, damages and other expenses including attorneys’ fees and costs of litigation, incurred as a result of any act or omission of Vendor and/or Vendor’s agents, representatives, employees and contractors, except to the extent said loss or damage is caused by a negligent act or omission of Tifton Farmers’ Market, its officers, directors, agents, employees and representatives or the City of Tifton its elected officials, officers, agents, employees and representatives.

Subject 40-7-19 COTTAGE FOOD REGULATIONS

Rule 40-7-19-.01 Purpose

The purpose of this Chapter is to allow individuals using home kitchens to prepare, manufacture, and sell non-potentially hazardous foods to the public.

Rule 40-7-19-.03 Registration

A cottage food operator must register with the Georgia Department of Agriculture's Food Safety Division before commencing operations.

Rule 40-7-19-.04 Licenses and Fees

- (1) A person must not operate as a cottage food operator without registering with and obtaining a license from the Department of Agriculture.
- (2) The annual fee for the Cottage Food License will be \$100.00. Registration must be completed annually for permitted cottage food operators, according to calendar year. For new applicants registering after June 30th, the fee for the License will be reduced by 50%.
- (3) Water analysis, for coliform bacteria and nitrates, will be required annually for cottage food operators with a private water supply; and a copy of the water analysis results must be attached to the registration form. The most recent copy of the annual water analysis results must be maintained by the cottage food operator and provided to the Department upon request. The cottage food operator must also adhere to the requirements found in the Department's *Non-Public Water Supply Testing Guidance* document.
- (4) Cottage Food Licenses are not required for individuals selling home produced non-potentially hazardous foods only at non-profit events as described in O.C.G.A. § [26-2-21\(a\)\(5\)\(C\)](#).

Rule 40-7-19-.05 Cottage Food Limitations

Cottage Food Operators:

- (1) May only produce non-potentially hazardous foods. Examples of these foods include:
 - (a) Loaf breads, rolls, and biscuits;
 - (b) Cakes (except those that require refrigeration due to cream cheese icing, fillings, or high moisture content such as tres leche);

- (c) Pastries and cookies;
 - (d) Candies and confections;
 - (e) Fruit pies;
 - (f) Jams, jellies, and preserves (Not to include Fruit Butters whose commercial sterility may be affected by reduced sugar/pectin levels);
 - (g) Dried fruits;
 - (h) Dry herbs, seasonings and mixtures;
 - (i) Cereals, trail mixes, and granola;
 - (j) Coated or uncoated nuts;
 - (k) Vinegar and flavored vinegars; and
 - (l) Popcorn, popcorn balls, and cotton candy.
- (2) Sale of cottage food products must be to the end consumer. No distribution or wholesale is allowed, including to hotels, restaurants, or institutions.
 - (3) The cottage food operator may only produce the cottage food products listed on their registration form. To add additional products to the list, the cottage food operator must submit a new registration form, including an additional License fee for processing the registration form and re-inspection to ensure that their facilities and equipment are adequate for production of the new cottage food products.
 - (4) Cottage food products must not be manufactured in conjunction with any domestic activities; including, but not limited to, family meal preparation, dishwashing, clothes washing or ironing, kitchen cleaning, or guest entertainment.
 - (5) Home canned produce must not be used as an ingredient in cottage food products. Most home canned products are not approved for production under these Regulations, *with the exception of jams and jellies*.

All rules and regulations under the Cottage Food License may be found at:
<https://rules.sos.ga.gov/GAC/40-7-19>