

Tenino Farmers Market Vendor Agreement, Policies, and Application

Services

The Tenino Farmers Market (TFM) is a non-profit 501(c)(4) organization and a member of the Washington State Farmers Market Association (WSFMA). Our mission is to provide the community with a vibrant and sustainable community market that provides access to healthy, local foods, supports local farmers and vendors, and represents a gathering place that benefits and enriches the community. The TFM is overseen by a board responsible for the management of the market.

Our Rules

TFM is conducted according to the policies stated in this document. Each vendor is expected to read and understand these policies which includes compliance with all State, County, and City regulations and laws. A copy of all applicable licenses and permits must accompany the vendor application.

As a member of the Washington State Farmers Market Association (WSFMA) we comply with the guidelines provided by WSFMA; those guidelines are available for you to review at wafarmersmarkets.org.

The Thurston County Public Health & Social Services Food & Environmental Services Section describes regulatory requirements in Thurston County which must be complied with; that publication is available for you to review at co.thurston.wa.us/health/ehfood.

The Washington State Department of Agriculture Regulations and Strategies for Farm and Food Business is a great resource for regulations involving specific products along with tax, licensing, employment, and marketing information and resources. The WSDA publication is available at agr.wa.gov/fp/pubs/docs/056-SmallFarmAndDirectMarketingHandbook-Complete.pdf.

The TFM currently purchases a seasonal business license for the City of Tenino that includes vendors when selling at TFM.

How To Find Us

The market is held at 213 Sussex Avenue West in Tenino. We start the market the first Saturday of May and continue every Saturday until the end of September. The market is open for business during the season from 10 a.m. to 3 p.m.

TFM mailing address is P.O. Box 554, Tenino Wa 98589. We have an engaging Facebook presence at 'Tenino Farmers Market'. The TFM website is teninofarmersmarket.org and our e-mail is market@teninofarmersmarket.org.

Who Can Be A Vendor at TFM?

We are a farmers market and that requires honoring the types of items which can be sold at TFM. The Washington State Farmers Market Association Roots Guideline has a comprehensive description of products vendors may sell at TFM. In general, items for sale are to be produced, processed, or created in Washington State by the vendor. This section will briefly describe five types of vendors who may sell at TFM. Those five types are farmers, processors, resellers, artisan/crafters, and concessionaires. For a more thorough description review the Roots Guidelines.

Farmers who sell at TFM raise produce, plants/botanicals, or animals on land they own, lease, or rent in Washington State. This may include someone who processes produce, fruit, berries, botanicals, meats, and honey grown, raised, or harvested on their own, leased, or rented property in Washington State and then turned in to a value added product like jam, cider, salsa, vinegar, essential oils or such. Farmers who raise the basic ingredients of a product but who send the product out for processing (in Washington) before creating the value added product may qualify to sell at TFM.

A farmer for purposes of selling at TFM does not include a reseller. A farmer for purposes of selling at TFM does not include those who work on or manage a corporately owned farm and are selling surplus product.

A farmer may be a person selling seafood at TFM; that vendor must own, lease, or operate the fishing vessel or own, lease, or rent the land where the seafood is caught or harvested. A seafood vendor must be a resident of Washington State.

A processor may be a vendor at TFM. A processor is one who sells food they have personally prepared or processed on property they own, lease, or rent in Washington State. The processor should use ingredients mostly from Washington State. Seafood vendors may use products originating from the greater Pacific Northwest which includes Washington, Oregon, Alaska, and British Columbia.

A processor will be one who has not raised the ingredients for the product themselves but has done "hands-on" processing to add value to the product. The processing must occur in Washington State. Examples of products a processor may sell are hand-filleted fish, smoked or butchered meats, handmade candies or nuts, ciders, baked goods, jams, and such.

A processor may be one who sells alcoholic beverages. To be sold at TFM, alcoholic beverages must be made entirely from ingredients grown in Washington or from grapes grown in a recognized Washington appellation. Additives needed for processing which are not produced in Washington State may be used if they total no more than 5% of the total volume of the beverage.

A reseller is one who buys produce from farmers in Washington State and transports the produce for sale at TFM, reselling it to the consumer. A reseller must work within these criteria:

1. The reseller is expected to be the only stop between the grower and the consumer. This means the product cannot be bought by the reseller from a shipper, warehouse, jobber, or wholesale distributor.
2. All produce must be grown in Washington State.
3. A reseller may also sell produce they grow themselves on their own property (in which instance the vendor is selling as a farmer).
4. A reseller should not offer for sale crops which compete with the crops of farmers at the TFM. Resellers are to have crops pre-approved by the TFM before delivering the crops to the market for sale. Reselling of crops which are produced by farmers at the TFM is permitted if the farmers are not able to offer the crop in sufficient quantity to meet consumer demands.
5. Products offered for resale must be labeled as such. The label is to be displayed in a manner so the consumer may easily read it and the label must include information identifying which farm produced the product.

An Artisan/crafter may be a vendor at TFM. The product should use materials grown or produced in Washington State as much as possible. The product must be created in Washington State by the vendor. One who provides an on-site skilled service, such as knife sharpening or tool refurbishment, is considered an artisan/ crafter.

Concessionaires are welcome as vendors at the TFM. This group of vendors offers food for immediate consumption on-site. The concessionaire should use ingredients produced in Washington State as much as possible. Concessionaires shall have available all required State, County, City, and local health department permits.

Who Cannot Sell At Tenino Farmers Market?

The farmers market promotes local farmers and vendors. An entity which cannot sell at TFM may still sponsor market events, participate in market activities, and have a booth presence; however, no selling or taking orders to sell can be permitted.

Prohibited at the TFM are items for sale which are commercial or imported items, second hand items (except those recycled in to a new use), any franchises, any non-owner operated businesses, and items for sale processed outside Washington State.

If You Want To Participate At The Market, How Often Will You Be There?

Some vendors want to sell every Saturday, 10 to 3, from May to the end of September. Those vendors are called "season" vendors. A season vendor must pay \$30.00 with the application. This \$30 is nonrefundable and will not be prorated. The \$30 and application is due one month before the market opens. If you have not sold at the market in the past, your application will be reviewed for product approval. The season vendor has voting rights. For each day at the market, the season vendor will pay a daily fee of \$2.00 and may pay a daily gross sales fee. The daily gross sales fee applies when a vendor's gross sales at a market is over \$50.00; 5% on the amount over \$50.00 will be charged as the daily gross sales fee. The stall size is 12'x12'.

A trial vendor is a vendor who attends the market one day. You cannot be a trial vendor for Oregon Trail Days. A trial vendor must submit an application and a nonrefundable fee of \$12.00 for a 12'x12' space. The trial vendors application and fee are due one month prior to the vendors' chosen market date. The application will be reviewed for product approval. A trial vendor will also pay 5% on gross sales at market over \$50.00.

A special event vendor is a vendor who attends market only for the Oregon Trail Days event. The special event vendor must submit an application and a \$30.00 fee one month prior to the Oregon Trail Days event. The application will be reviewed for product approval. There is no 5% gross sales fee for the special event vendor.

A community booth/non-profit organization is a special booth designed to strengthen our community and provide information to market -goers. As such there is no charge for the space but we need to plan for you. A community booth/non-profit organization may reserve a booth space by completing a vendor application & agreement form and letting us know what day you would like a space for and the nature of your booth. No selling or taking of orders can occur.

What If You Can't Make It To Market!?

If you can't make it to your scheduled market day you should notify the market manager or site manager 5 days prior to the market date. If you have an emergency and cannot provide 5 days notice of your absence, then explain your circumstances to the market manager and provide as much notice as possible. All absences where proper notice was not provided will result in a \$5.00 fee. The \$5.00 fee must be paid before the vendor can return to the market in good standing.

The market is open, rain or shine. Customers expect our consistent presence. If weather is unrelenting or dangerous the market may close early.

How Do You Pay Your Daily Space Fee and Gross Sales Fee?

Before market closes each Saturday every vendor will be given an envelope. The envelope will have a piece of paper where you will report your vendor daily sales report. Write your

vendor daily sales on the paper. There will be an added sheet to help you compute the 5% if appropriate. If there is other information for vendors you may find that in your envelope too.

Put your daily sales report in the envelope along with any payments. Return the envelope to the market booth after the market has closed.

What About Setting Up At The Market?

The site manager or market manager will tell you where you should set up. You may request a specific spot but keep in mind the manager makes the setup decision based on market needs. The manager always has the option to change the location of a vendor setup location.

Your market location will be a canopy or display within a 12'x12' space.

If you would like an over-sized space, contact the market manager for approval - there may be an additional \$2.00 space fee.

Different vendors may choose to share a single market space. The \$2.00 space fee is charged for the 12'x12' space. Each vendor must have submitted a separate application with application fee and each vendor must separately report and pay their daily gross sales fee.

Canopy and Umbrella Weights

All canopies and umbrellas must have weights attached to them at all times for safety reasons. All vendors who wish to erect canopies (including umbrellas) on the Farmers Market site during a normal period of market operations, including the set up and break down period, are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the Farmers Market on that market day, unless that vendor chooses to take down and stow their canopy and sell without it. Each canopy leg **MUST HAVE** no less than 24# (pounds) anchoring each leg, and market umbrellas, 50#. Alternatively, canopies may be secured on grass or unpacked soil by steel auger anchors or spiral tent stakes of at least 1/2" thickness and 12-15" length, properly installed and secured. Non-spiraled, straight tent stakes are not an acceptable canopy anchoring system. Holding capacity of auger anchor systems is dependent on soil conditions and density and may not be adequate in rocky soils.

If you have an emergency need for a canopy, the market has a limited number of canopies which may be available to rent for \$20.00. There is never a guarantee that the market will have a canopy available for rent.

Set-Up, Break-Down and Vehicles

Anyone participating in the market must be present by 9:30 a.m. on market day and ready to sell by 10 a.m. when we open. If you are not present by 9:30 a.m. the market manager may reassign your space to another vendor or booth. If you show up late you may have a different space assigned to you based on market needs. Set up starts at 8:30 a.m.

Market closes at 3 p.m., but you may continue working if you have customers. Olympia Street reopens to traffic by 5 p.m. Each vendor must clean up their space. Any help you can give to the market site manager in clean up and break down is welcomed and appreciated.

If you feel on-site parking is needed, speak to the market manager or the site manager. We have a limited number of spaces which will accommodate on-site parking. Priority is given to farmers. No vehicles are allowed to enter the market site after 9:30 a.m.

Pets and Animals

Pets are allowed in the market but only with close supervision, on a leash or properly restrained, and with clean, fresh water made available. The market is not responsible for any pet related incident(s). If the market manager requests you do not bring your pet to market, then you are to honor that request.

Poultry and livestock must be kept in cages, fenced, or on a leash under physical control of the owner. The area must be kept clean and fresh water available to the animals at all times. Poultry and livestock are not to be left unattended. The market is not responsible for any poultry or livestock related incident(s).

A vendor selling anything requiring refrigeration is not allowed to have a personal pet, poultry, or livestock in their selling booth.

Behavior At The Market

Vendors and their representatives must conduct themselves in a safe and courteous manner. Smoking by vendors inside the market area is not permitted; you may smoke outside of the market area.

The image of the market is important. All vendors are required to maintain their individual selling space in a clean, safe, and sanitary manner. There are trash and recycling cans on site. Use them.

No vendor or other market member shall discriminate against any individual in the selling of products. There is to be no discrimination because of age, gender, race, creed, color, national origin, sexual orientation, or the presence of any physical, mental, or sensory disability.

All TFM board members, market management team members, and volunteers will receive no personal benefit beyond what any vendor could expect to get from the market and must act in the interest of the market and not use their authority or status for personal gain.

If a vendor fails to adhere to significant policies set forth herein, the TFM board will issue a verbal warning to the vendor. A second offense will result in a written warning and a third offense will result in removal from the market for the season.

Signs

All vendors are expected to have signage identifying the name of their farm or business. Products should be clearly marked with prices. Use of the term "organic" is restricted to those who have been certified as organic.

Compliance With Regulations and Laws

You are expected to comply with all state, county, city, and governmental laws and regulations. You are expected to know and understand those laws and regulations as they pertain to you and your obligations under the law.

Tenino Farmers Market Vendor Application

Vendor/Farm/Business Name/Community Booth or Nonprofit Organization

UBI #: _____

Vendor Name: _____

Vendor Mailing Address _____
Street Address

_____ City State Zip

Vendor Phone Number _____
Indicate Home or Cell

Vendor e-mail _____

Name(s) of those likely to be selling on-site. For Community Booth/Nonprofit, provide the name(s) of those likely to be on site and give us a contact number for one of those persons:

Vendors, please describe your product. Feel free to use additional paper if needed. Community Booth/Nonprofits, please briefly describe the nature of your booth.

Vendors, put a check next to the vendor-type that best describes you based on the products you will be selling at TFM :

- Farmer
- Processor
- Reseller
- Artisan/Crafter
- Concessionaire

If you checked "Farmer", please list all addresses owned, leased, or rented where the product(s) you anticipate selling at TFM are raised.

Tell us how often you would like to be at the market by selecting one of the following options:

- Season Vendor (\$30 application fee due with application)
- Trial Vendor (\$12 application fee due with application)]
- Special Event Vendor (\$30 application fee due with application)
- Community Booth/Nonprofit (no application fee)

If you selected Trial Vendor or Community Booth/Nonprofit, which date will you be attending the market:

Date: _____

Customers love to see what's happening at TFM. May we post pictures on the TFM website, Facebook, or publications if you or your products are in them?

- Yes
- No

We may receive requests from outside sources for information about our vendors. May we share information about your fantastic products or your business to reputable inquiries?

- Yes
- No

Are you requesting on-site parking?

Yes

No

Are you requesting space with electricity?

Yes

No

AGREEMENT: By signing this agreement on behalf of your enterprise, you confirm you have read, understand, and agree to this agreement and to the TFM Vendor Application, Agreement, & Policies. You understand that the TFM management reserves the right to exclude or remove vendors who do not comply with all rules, policies, and regulations. You acknowledge that selling at TFM is conditioned on the accuracy of information provided in this application, compliance with all State, County, City, and TFM regulatory requirements, and you agree to indemnify and hold harmless the Tenino Farmers Market from and against any and all claims and demands, regardless of the nature, on or off market premises, associated with any activity or product involving you and the TFM or your agents; you further agree that you shall defend, at your own expense, any action brought against the TFM which involves you or your agents.

IT IS SO AGREED: _____ Date: _____
Signature