

Vendor Guidelines 2024 Season



The Fosters Farmers Market is being established to provide facilities for the handling and sale of farm and other food products in the interest of farmers, consumers, and the general public. The Fosters Farmers Market will create, promote and provide a marketplace for fruits, vegetables, plant materials, and other products grown or crafted in the area. The primary objectives of Fosters Farmers Market are to offer diverse products, attract a large and repeating customer base, and afford the vendors a profitable location to sell produce and other goods.

Operating Hours

Fosters Farmers Market will be open every **SATURDAY from 7am to 12pm**. The market season will run this year from **March 23, 2024 to December 06, 2024**. Vendors will be required to set up from 6:00am-6:45am on market days. Vendors will have until 1:00pm on market days to pack up and clean their stalls.

Becoming a Vendor at the Fosters Farmers Market

1. In order to become a vendor at the Fosters Farmers Market, those interested must complete and submit an application.
2. All vendors must be approved by the Market Manager prior to selling at the Fosters Farmers Market.
3. Applications will be reviewed and evaluated by Fosters Farmers Market Manager for approval.
4. All items intended for sale shall be listed on the application, and only those items approved for sale will be allowed. Applications should be amended to include additional products vendors want to sell.
5. It is the intent of the certification process to ensure all products sold at Fosters Farmers Market are produced by those actively involved in the production process, and only those individuals may become eligible vendors at Fosters Farmers Market.
6. Vendors shall be selected and stalls allocated to promote equity, diversity, and a competitive environment to benefit both vendors and customers.
7. Fosters Farmers Market Manager or Board of Directors shall perform inspections on vendor property as part of the application process for farmers at the discretion of Fosters Farmers Marketing Manager or Board of Directors.
8. Processed food vendors must submit samples of food products and packing and labeling with the application.
9. All nursery vendors selling live plants are required to show proof of inspection by the County.
10. Arts and crafts vendors must have their products reviewed and approved through the Marketing Manager.

12. The Marketing Manager will notify applicants when they are approved to become a vendor at the Fosters Farmers Market.
13. All vendors are required to complete a new application each new market season.
14. Vendors wishing to sell on a particular market day must notify the Marketing Manager no later than a day before the market day that he/she is attending and pay the appropriate stall fee. Stall fee is nonrefundable if the vendor does not show up for the market day.

Products Eligible to be Sold at the Fosters Farmers Market

1. Only those items listed on the application and approved for sale will be allowed to be sold at the Fosters Farmers Market.
2. Please note, per state law and Health Department regulations, no drug, pharmaceutical or other medical products may be sold at Fosters Farmers Market.
3. Products that are sold at Fosters Farmers Market must be grown, raised, crafted, or made in Alabama by the vendor.
4. No live animals are to be sold at the Fosters Farmers Market
5. No alcohol is allowed to be sold at the Fosters Farmers Market.
6. No reselling of produce bought from another farmer is allowed. All produce must be grown by the vendor, unless a farming co-op is in place and accounted for via application and growers permit.

Table/Stall Rental

The Fosters Farmers Market has the authority to set rental rates for vendors selling on Market grounds. Rates are set to support the financial stability of Fosters Farmers Market and to encourage participation in Fosters Farmers Market.

1. Membership is \$50 a year and is to be paid upon approval to sell.
2. The fee to rent a table for members is \$10 per market day/per table. Rental fees will be paid on a daily basis for each stall space occupied.
3. The fee to rent a table for non-members is \$25 per market day/per table. Rental fees will be paid on a daily basis for each stall space occupied.
4. Each vendor, whether in cooperation with other growers or not, shall individually pay a stall fee. This includes farmers that co-op with another farmer. If a vendor co-ops with another farmer; they both pay a stall fee.

Stall Assignments

The Fosters Farmers Market consists of 12 stalls that are 10' by 10' in size. Stalls are also available in the center aisles on the inside of the building. Overflow stall placements are located in designated spaces outside of Fosters Farmers Market, if needed.

1. Stall placement is determined by Marketing Manager.
2. The Marketing Manager will assign stalls based upon produce, the length of time participating in Fosters Farmers Market.
3. The Marketing Manager has the discretion to make assignments taking factors such as, but not limited to, vendor's level of active participation in Fosters Farmers Market, stall needs, volume sold, and type products sold into consideration.
4. A vendor who wishes to rent multiple stalls must be approved by the Marketing Manager. We cannot guarantee more than one stall will be granted upon request.
5. A chart showing the stall assignments will be made available to the vendors before the market season begins.

Utilization of Assigned Stalls

The Fosters Farmers Market takes great pride in the building. Vendors are responsible for maintaining the stalls they are assigned.

1. At no time can vendors expand beyond the side and front lines of the stall(s) assigned.
2. A tent or other shading structure that has been approved by Fosters Farmers Market Manager is allowed for those overflow vendors who must set up outside Fosters Farmers Market area.
3. At no time may a vendor's display restrict the view of other vendors at Fosters Farmers Market.
4. No vendor may sub-lease or sub-let their space at any given time.
5. All vendors and vendor personnel are responsible for a daily proper disposal and removal of refuse, discards, and garbage from their assigned space, including, without limitation, the ten feet in front and rear of rented space and five feet on all sides of any vehicle parked at a rented space.
6. Vendor displays and storage must be kept sanitary on a daily basis.
7. Upon departure, all space for which the vendor is responsible must be left clean.
8. All unsold merchandise and personal items (fans, air conditioners, storage containers, home coffee pots, etc.) must be removed from Fosters Farmers Market at the at the end of the market day.
9. Stalls spaces are to be swept at the end of the day.

10. Tables belonging to Fosters Farmers Market are to be cleaned at the end of Fosters Farmers Market day.
11. Vendors must not arrive late to Fosters Farmers Market and must not leave until Fosters Farmers Market is over.
12. THE FOSTERS FARMERS MARKET IS NOT RESPONSIBLE FOR ANY ITEMS LEFT IN FOSTERS FARMERS MARKET AREA.

Guidelines Pertaining to Farmers

1. Growers must post the name and address of their farm in their stall.
2. If co-oping with another farmer, label the products with the name and address of the farm where grown.
3. Re-selling of products grown by someone else is strictly prohibited.
4. Farmers are allowed to co-op at the Fosters Farmers Market. Re-selling and co-oping are not considered the same thing:
 - Co-oping occurs when a farmer has an agreement in place to sell items grown by another Alabama farmer at the Farmers Market in that farmer's absence. For instance, a farmer may want to sell his/her Alabama-grown produce at the Fosters Farmers Market but may not be able to attend Fosters Farmers Market. In this instance, that farmer can work with another farmer that sells at Fosters Farmers Market to sell his/her products. Example of Co-oping: A Alabama satsuma farmer on the coast would like to sell his/her satsumas at the Fosters Farmers Market, but he/she is also selling at other markets too on Saturday. He/she can work with another farmer in Fosters Farmers Market to sell his/her satsumas.
 - If farmers are planning to co-op, all farmers must be approved by the Market Manager. All farmers are subject to a farm inspection visit.
 - Each vendor, whether in cooperation with other growers or not, will individually pay a stall fee and/or membership fee.

Guidelines for Nursery/Landscape Producers

The following guidelines are applicable to those vendors selling plant materials classified as either Nursery or Landscape.

1. Live plant vendors entering Fosters Farmers Market must show proof of inspection by Tuscaloosa County.

2. All plant materials sold at Fosters Farmers Market must have been grown in Alabama. Plugs and other starter plants not originating in Alabama may be considered a Alabama product if and only if it is finished in the state. For such consideration, the plant material must not be in its original container, and it must have matured in Alabama for a minimum of four weeks.
3. All plant materials must be disease and pest free.
4. Vendors may water plants as necessary but may not spray fertilizer, pesticides, or any other chemicals at any time at Fosters Farmers Market.

General Guidelines for Processed Foods

The following guidelines are applicable to those vendors selling processed foods at the Fosters Farmers Market:

1. Federal and State approved methods for preparing, storing, handling, and packaging of food products must be adhered to.
2. All processed foods products are to be packaged, covered, sealed, or wrapped at all times.
3. Complaints regarding quality, unsafe practices, or reports of illness must be given directly to Fosters Farmers Market Manager.
4. Food products sold can be neither adulterated nor misbranded.
5. Glass containers for jams, jellies, marmalades and similar products are to be provided with suitable metal covers.
6. Potentially hazardous goods may be sold at Fosters Farmers Market if the vendor has a permit from the State Health Department and meets the labeling requirements

Guidelines for Cottage Foods

Cottage Food products are specific types of foods that are made in the kitchen of your private home. Not all food products can be sold as Cottage Food products. Cottage foods are nonhazardous foods that do not require time and/or temperature controls for safety. Cottage foods can be sold at the Fosters Farmers Market provided the following conditions are met:

1. All finished product containers are clean and sanitary and are labeled to show:
 - a. The name and address of the cottage food operation;
 - b. The name of the cottage food product;
 - c. The ingredients of the cottage food product, in descending order of predominance of weight;
 - d. The net weight or volume of the cottage food;
 - e. Allergen information as specified by federal labeling requirements:

- f. If any nutritional claim is made, appropriate nutritional information as specified by federal labeling requirements
- g. The following statement printed in at least ten-point type in a color that provides a clear contrast to the background of the label: “Made in a cottage food operation that is not subject to Alabama’s food safety regulations.”

General Operating Guidelines

The following guidelines apply to all vendors selling at the Fosters Farmers Market:

1. Each vendor operates privately and separately, and it is the individual responsibility of each vendor to comply with all city, county, state and federal laws and regulations concerning packaging, labeling, taxation, food safety and sanitation, and required permits and licensing.
2. For products sold by weight, the scale used must be a National Type Evaluation Program (N.T.E.P.) approved scale. All scales must be tested annually by the Alabama Department of Agriculture and Commerce, Weights and Measures Division.
3. Vendors must use the space as authorized by Fosters Farmers Market Marketing Manager.
4. The Market Manager must approve signage. Vendors are encouraged to put information and pictures of their farm or business operation.
5. Fosters Farmers Market will provide waste containers and basic electrical service. Fosters Farmers Market will not provide electrical cords or other electrical extensions.
6. Fosters Farmers Market will also provide water connections for the vendors. Fosters Farmers Market will not provide hoses or other connection equipment needed to dispense water.
7. Hoses and other watering apparatuses must be put away and turned off immediately upon termination of use and must not pose a threat to others.
8. Standing water must be swept to the nearest drain.
9. Vendors are responsible for providing tables and chairs as an addition to the tables provided by Fosters Farmers Market.
10. No generators allowed.
11. No vendor shall enter into price agreements to raise, lower, or fix prices for products on Fosters Farmers Market. Vendors are not to influence other vendors to sell lower or higher other than through natural competition.
12. No vendor is to approach customers while at the location of another vendor. No calling will be permitted.
13. No live animals shall be offered for sale at Fosters Farmers Market.
14. No smoking or tobacco use shall be allowed in the building.

15. No alcohol, intoxicating beverage or narcotic, nor any person under the influence thereof, shall be allowed on Fosters Farmers Market premises.
16. Loitering in or around Fosters Farmers Market after designated operating hours is prohibited.
17. No eighteen-wheelers shall be allowed on Market grounds.
18. No repairs on vehicles, other than emergency repairs, may be performed on Market grounds.
19. All vehicles belonging to or used by the vendor must be parked directly behind their rented stall or in customer parking, and must be moved on a daily basis (cannot stay after Market closes).
20. No soliciting of products other than approved items will be permitted.
21. No person shall deface or damage Fosters Farmers Market building.
22. Vendors are responsible for the actions, behavior, and dress of their representatives, employees or agents. Shoes and shirts must be worn at all times.
23. Fosters Farmers Market is not liable and assumes no responsibility for any personal items or property in or around the stall(s).
24. Fosters Farmers Market has the right to invite any outside vendor for temporary, promotional events with those individuals adhering to only the 'Operational Guidelines.'
25. If the vendor has been absent from Fosters Farmers Market and rent has accrued, the vendor must, upon his return to Fosters Farmers Market, pay all delinquent rent and/or fees before engaging in business again.
26. Fosters Farmers Market Manager reserves the right to eject from the grounds any individual who interferes with the commerce and operation of Fosters Farmers Market.
27. Any complaint against any vendors, whether by a guest of Fosters Farmers Market or by another vendor, will be addressed by Fosters Farmers Market Manager. Decisions made by Fosters Farmers Market Manager are final.
28. Soliciting of any kind is not allowed during market without prior approval of Market Manager. This includes advertising for other events or businesses by anyone not associated with the Alabama Farmers Market.
29. No person or organization, including vendors, may solicit money, votes or signatures or engage in a protest, demonstration or political activity/speech, including distribution of written materials, in Fosters Farmers Market building or on the sidewalk leading up to or around the building. Such activities must be conducted at least 50 feet from Fosters Farmers Market building or in an area specifically designated by Fosters Farmers Market Manager. Such person or organization must register with Fosters Farmers Market prior to a protest, demonstration or political activity/speech. Fosters Farmers Market Manager reserves the

right to eject from the grounds any individual who interferes with or disrupts the commerce and operation of Fosters Farmers Market.

31. Sampling is allowed at the Fosters Farmers Market. Sampling must be done in way that follows food safety protocols. All foods must come from approved sources that comply with the current Food Code. All processed food items offered for sampling must be considered a cottage food or must be made in a facility licensed by the Alabama State Department of Health.
32. To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate Owner (Fosters Farmers Market, Tuscaloosa County), its Commissioner, board members, officers, employees, agents, and representatives, the Fosters Farmers Market and its manager and employees, and Tuscaloosa County from and against any and all claims, demands, liabilities, suits, actions, damages, losses for personal injury, death or property damage, claims, expenses and costs of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of Vendor's use of the grounds or property and whether caused by Vendor, his agents, employees or subcontractors. Each vendor shall be solely responsible for all costs and/or expenses associated with such defense.

Section 11. Penalties for Not Following the Guidelines

In order to ensure that Fosters Farmers Market is operated in an efficient manner, it is imperative that vendors adhere to the guidelines as set forth by the Alabama Farmers Market. If Fosters Farmers Market Manager determines that a vendor is in violation of any provision that may interfere with the operation of Fosters Farmers Market, penalties may be applied, including being permanently expelled from Fosters Farmers Market.

Non-adherence to Market guidelines will result in the following actions being taken:

1. First Offense: The vendor will receive a written reprimand from Fosters Farmers Market Marketing Manager stating the violation. The written documentation will be signed by both the vendor and Market Manager and kept on file.
2. Second Offense: The vendor will receive a written reprimand from the Marketing Manager, which will be signed by both the Manager and vendor and kept on file, and the vendor will be suspended from Fosters Farmers Market for one Saturday.
3. Third Offense: The vendor will receive a written reprimand from the Marketing Manager, which will be signed by both the Manager and vendor and kept on file, and the vendor will be suspended from Fosters Farmers Market for two Saturdays, and the vendor may forfeit its assigned stall at Fosters Farmers Market.

Please be advised that the Fosters Farmers Market has a zero-tolerance policy for any threatening, vulgar or violent speech or actions. Depending on the severity of the offence and/or the vendor continues to operate outside the confines of Fosters Farmers Market Guidelines, Fosters Farmers

Market Manager has the discretion to expel the vendor from Fosters Farmers Market permanently, if deemed necessary.

By my signature on this document, I hereby acknowledge that I have read and agree with the Vendor Guidelines of the Alabama Farmers Market and all applicable rules, regulations and policies of the State of Alabama & the Alabama Department of Agriculture and Commerce.

Vendor Signature

Date

Vendor Application 2024 Season

Business Name: _____

***If you have a logo, please attach it to this application**

Business Owner: _____

Vendor Representative (s) at market (if different from owner): _____

Primary Phone: _____

Email: _____

Address: _____

Website: _____

Describe your business (this may be posted on our website and Facebook Page to advertise your business):

Make/Model of vehicle you are using at market: _____

***Please attach proof of auto liability insurance to this application**

List any markets you are currently selling in: _____

List all products you are selling: _____

***Please attach permit from Tuscaloosa County Extension Office to this application**

By signing below, I agree to the following:

1. I have thoroughly read the vendor guidelines and agree to abide by them.
2. I have liability insurance on my vehicle and will provide it with this application.
3. I give consent for Fosters Farmers Market to use the information in this application for advertising purposes.
4. I understand that Fosters Farmers Market may approve or deny my application for participation in the market.
5. I have truthfully answered the above questions to the best of my knowledge.

Signature

Date