



THE NATIONAL URBAN FARM FESTIVAL



Farmers Market

Rules & Regulations

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Statement of Purpose

The National Urban Farm Festival (the Fest) brings together urban farmers from across the country with educators, industry professionals, researchers, and community members. Over 5,000 community members and visitors will build deep connections with healthy foods, nature, and wellness.

This very important event will increase the sustainability of locally grown foods across the country by connecting urban and innovative farmers with the resources that they need to succeed and grow. Students, educators, and families can learn about innovative farming techniques that they can take back to their own gardens or schools. Live jazz, yoga, a hammock garden, and a tea tasting will encourage guests to focus on their mental and physical health. The farmer's market and farm to food truck rally will create economic opportunities for small businesses that go far beyond the Fest. Furthermore, guests can build long-lasting relationships with farmers that will increase access to healthy foods, even in the worst food deserts.

This is the first annual Fest and will be held April 21, 2024, from 9 am to 9 pm at Marcellus Farms in Brandywine, MD. To serve a food justice mission, this will be a free event for ticketholders and will support approximately 200 small businesses. We expect that in future years, attendance will grow to over 20k guests and increase our impact significantly.

The National Urban Farm Fest Farmers Market (Farmer's Market) is an individually owned and operated market and is not managed by Prince George's County or the State of Maryland. The Rules & Regulations ensure the integrity of all products and services sold at the Farmers Market. All vendors must adhere to these rules and regulations.

Eligibility: Vendor Requirements and Qualifications

The Farmers Market is a public service to support local businesses and agriculture. Participation in the farmers market is only for small businesses and is NOT open to Multi-Level Marketing groups.

Participation is for businesses that sell what they create or produce themselves and those that provide relevant products or services that farmers and community members need to thrive. Vendor selection is at our sole discretion and preference will be given to urban farmers.

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Applications from other areas will be reviewed and may be admitted to the Farmers Market on a case-by-case basis. When a potential vendor sends an application, they are acknowledging that they have read this statement and will help the market follow the statement: The Farmers Market operates on the principle of non-discrimination. All human rights are exercised without discrimination of any kind.

That includes race, gender identity, sexual orientation, language, religion, national or social origin, age, etc.

PLEASE SEE THE PRODUCT GUIDELINES BELOW FOR DETAILED REQUIREMENTS.

Product Guidelines

All vendors must abide by all applicable federal, state, and local health regulations, preparation, labeling, and safety of the product(s) they bring to the market. All vendors will be responsible for obtaining and paying for any permits and licenses required by Prince George's County and the State of Maryland. All permits and licenses must be valid for the market date (April 21, 2024). The Farmers Market will not recognize nor accept expired licenses and/or permits.

Once a vendor has been accepted to the Farmers Market, all vendors must provide a copy of all applicable permits and licenses, including those from the state or county health department where the product originates, as described below in the "Certificates/Licenses/Permits" section. All vendors must have submitted all required application materials before attending the market as a vendor.

Products not explicitly listed under the Farmers Market Product Guidelines will be reviewed on a case-by-case basis and admitted at the discretion of market management. If the product requires sampling, the vendor is responsible for obtaining the sampling permit from the health department. If non-approved products are brought to markets, management will request they be removed from the display.

Food Concession Guidelines

Food Concessions are ready-to-eat foods prepared partially or entirely at the market. All food concessions vendors must have their Food Sales Permit to sell at the market. All food vendors are strictly prohibited from using styrofoam packaging. If the food vendor is selling alcohol or alcoholic beverages, they must have an Alcohol License.

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Application Procedures & Requirements

Product Samples

Product samples must be furnished upon request prior to admittance to the Farmers Market. In order to sample, it is required that the vendor has a Food Sampling License.

Insurance

All vendors of the Farmers Market are responsible for their insurance of general liability and property damage, as well as product liability coverage. The policy should name The Gift Legacy Foundation Ltd and other entities, if determined to be necessary, as additional insured and shall maintain all other coverage as required by law. A copy of the Certificate of Insurance may be requested upon the processing of the vendor application. If insurance expires mid-market season, the vendor should provide the Farmers Market with a copy of the renewed insurance policy at the time of expiration. **Any vendors that sell consumable items are required to have business insurance. No exceptions.**

Vendor/Market Agreement

All vendors must complete and sign a Vendor Agreement issued by the Farmers Market prior to participating in the market. The deadline to submit the agreement is set by market management.

Certifications/Licenses/Permits

All products sold at the market must comply with local, state, and/or federal health ordinances, and the vendors must supply documentation of such compliance to the Farmers Market.

Vendors fined by the State of Maryland, Prince George's County, or State officials for violations or non-compliance with health regulations are solely responsible for paying those fines. All fines must be settled before the vendor can return to sell at the Farmers Market. **The Farmers Market reserves the right to request proof of settlement before allowing the vendor to return.**

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The following is a basic summary of required permits. It is provided as guidance only and is not all-inclusive. Vendors are ultimately responsible for obtaining and providing copies of any and all necessary permits/licenses for sale and production.

- 1) **Bakeries** must be able to comply with Maryland Food Cottage Laws.
- 2) **Fisherman/Waterman** must provide fishing/shellfish licenses, certificates for processing facilities, and a photograph of the fishing boat.
- 3) **Food Concessions** must provide any licenses/permits required by Prince George's County, the State of Maryland, or the United States Federal Government. See "Food Concessions Guidelines" for additional information.
- 4) **Distillers, Winemakers, Beer, and Other Fermented Beverage Producers** must provide their Alcohol License and any other required permits/licenses in order to sell products at the market.

Market Operations

The Farmers Market on-site Market Manager and Team Members are responsible for enforcing all Farmers Market Rules and Regulations, public safety, space assignments, and market data collection. Market Team Members are trained by the Farmers Market's Market Management prior to the market and are instructed to assist to the best of their abilities. The market managers will resolve any issues that cannot be resolved by the market team members. The Farmers Market Management has final authority in resolving issues in a civil and efficient manner.

Market Opening and Closing

Vendors should arrive at least 45 minutes before the market opens, however, the market recommends that vendors arrive 60-90 minutes before the market opens. Vendors that arrive 15 minutes prior to the time of opening are not guaranteed to have a spot. Latecomers may be denied admission or admitted and located at market management's discretion. **Latecomers and no-shows will NOT receive a refund for their vendor fees. It is your responsibility to show up prepared and on-time.**

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If arriving **more than two hours** before the market opens, vendors cannot expect to be able to park or set up. Market management will advise regarding specific logistics for space assignments. If you have special setup requirements, please talk to management at least 30 days in advance so we can accommodate your request.

Market vendors must not begin packing up to leave the site until closing, selling out, or the end of your allotted shift. Vendors may continue to sell as they load. The Farmers Market is neither responsible nor liable for anything occurring after the market closes.

Inclement Weather Policy

The Fest and The Farmers Market will be held, rain or shine. We will make decisions to alter market times based on weather reports and on-site market conditions. It is the authority of the Farmers Market management to close a market early or open a market late due to severe weather or in the event of a state of emergency. If a market is canceled or changed due to severe weather, all vendors will be notified in a timely way by email and/or phone call or text.

Market Fee Structure

The Farmers Market reserves the right to alter the market fee structure whenever necessary. Vendor fees are as follows:

- Farmers: \$30
- Maker/Artist/Creative: \$85
- Craft Food/Beverage Producer: \$125
- Desserts: \$125
- Nonprofit/Government Entity: \$125
- Industry Provider (insurance, banking, farm supplier, etc.): \$125
- Food Truck/Concessions: \$350

A market space is a 10' x 10' area. If you need multiple vendor spots or if you are a food truck/concession stand vendor, please let us know your space requirements when you sign up.

VENDOR FEES ARE NON-REFUNDABLE

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Market Attendance

Prior to the Farmers Market, vendors will be provided with contact information for market management. Vendors who plan to be absent or unable to attend a market should contact the market management team.

If you know in advance that you will miss a market, please send us an email or text message **at least 36 hours in advance** so that the market setup can be modified and/or the space can be filled on a temporary basis. If you are delayed and will be arriving late to the market, please give us as much notice as you can.

Sales Tax

Vendors selling non-edible products, such as flowers, plants, wreaths, yarn, wool blankets, soap, ready-to-eat food items, candles, or other items subject to sales tax, should comply with local and state regulations. **Vendors must provide a copy of their sales tax card if charging sales tax.** Also, applicants should be aware that the State of Maryland requires sales tax to be charged on all retail and food sales. Applicants applying for the Farmers Market will need to comply with these requirements as mandated by the State of Maryland.

Vendor Space Requirements

Market Space Assignments

Vendors will each receive enough space for a 10 x 10 tent. If you require more space, you will need to request multiple vendor spots and pay for each spot at the applicable rate based on their business type. We cannot guarantee that multiple vendor spots will be available, and we encourage you to communicate your needs with your original application.

The Farmers Market management retains control of all unassigned space openings. Such spaces will be available to current vendors who wish to change the size or location of their space.

Requests from current vendors for space assignment changes will be considered before locating new vendors in the market. Space assignments to new vendors will be made at market management's discretion to ensure the Farmers Market's viability and the marketplace's diversity.

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Canopies/Tents

All canopies/tents must be sufficiently and safely secured to the ground from the moment the canopy is erected at the start of the market day until immediately before it is taken down at the end of the market.

All canopies/tents must have at least 60 pounds of weight, securing the canopy/tent to the ground. If tents are inadequately secured, market management will ask the vendor to take their canopy/tent down and may be asked to leave.

Sanitation

Vendors must maintain their vendor spaces in clean and sanitary conditions. Each vendor is responsible for bringing any cleaning supplies that they may need. **Vendors must discard their trash properly.**

Sampling

Food samples must be prepared behind the vendor's stand and presented safely and safely, according to the State of Maryland's Department of Health code and the direction of the Farmers Market's management.

The vendor must provide trash receptacles to dispose of sampling materials such as cups, utensils, toothpicks, etc. The market is not responsible for providing trash receptacles.

Scales

Scales must be registered as legal trade and meet local and/or state regulations for commercial scales.

Scales must be placed so they are visible and readable to customers at all times. Scales may be checked randomly for accuracy at the market by officials in Maryland.

Market Conduct

The Farmers Market expects vendors and their staff to comply with the above Vendor Space Requirements and to conduct themselves in a manner that contributes to creating a positive shopping experience for our customers. This includes (but is not limited to): not idling your engine, refraining from smoking at your stand during market hours, failing to properly secure your tent/canopy, and keeping displays appropriate.

Common courtesy and respect are essential to the success of the Farmers Market. The Farmers Market management expects market participants to be honest and conduct themselves courteously and friendly with other market participants, staff, and shoppers.

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Labeling

If you are a cottage food business or sell products that fall under cottage food regulations, you are required to follow all Maryland Food Cottage Laws. Your products may be inspected for proper labeling. **If your products do not have proper labeling, your business may be subject to a vendor violation.** (Refer to Labeling)

More information about Maryland Food Cottage Laws:

<https://health.maryland.gov/phpa/OEHFP/OFPCHS/Pages/CottageFoods.aspx>

Vendor Violations

Violations of the Vendor (Space) Requirements may require citations issued by market staff.

- The first citation is a warning.
- The second citation is a **\$20.00 fine** payable by cash or credit card at the market to market staff.
- The third and final citation and/or nonpayment of fines will result in an expulsion from the Farmers Market.

You are subject to receiving multiple citations at once depending on the severity of the event(s) or action(s) that occur. If you receive 7 citations, you will be banned from participating as a vendor at the Farmers Market in future years. Vendors who get banned from the market do not receive a refund for any remaining fees.

Administration of Rules and Procedures

Complaints of suspected violation of the Rules & Regulations must be submitted via email to the Farmers Market management team. To file a complaint or report a suspected rule violation, please send an email to market management. The identity of the person reporting shall be kept confidential. **Any vendor found to have violated these Rules & Regulations will receive a warning, temporary suspension, or be permanently removed from the market, depending on the severity of the offense. Any subsequent violation of the Rules & Regulations will be grounds for removal from the market.**

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Issuing of Violations

1x violations will be issued in the event of:

- Tardiness (8:45 am and after)
- Unnotified absence
- Late notice absence (Providing notification the day of. EXCEPTION FOR REASONS DUE TO WEATHER OR PERSONAL EMERGENCY)
- Breaking market conduct (First offense)
- Failing to have proper labels on products (First offense)
- Smoking/vaping/drug use/other illegal or controlled substance use (First offense)
- Not cleaning up your vendor space (First offense)

2x violations will be issued in the event of:

- Breaking market conduct (Second offense)
- Failing to have proper labels on products (Second offense)
- Smoking/vaping/drug use/other illegal or controlled substance use (Second Offense)
- Not cleaning up your vendor space (Second Offense)
- Use of styrofoam packaging

3x violations will be issued in the event of:

- Breaking market conduct (Third offense)
- Failing to have proper labels on products (Third offense)
- Smoking/vaping/drug use/other illegal or controlled substance use (Third Offense)
- Invalid permit/license (First offense)

7x violations (immediate ban) will be issued in the event of:

- Verbal/physical abuse or harassment to customers, other vendors, market staff, or anyone else
- Fraudulent licenses or permits
- Disputing the charge for vendor fees

APPENDIX

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Authorized Member Form

Legal Business Name: _____

Authorized Member's First & Last Name: _____

Authorized Member's Phone Number: (____) ____ - _____

*By signing below, I understand that I am responsible for any actions of the authorized member(s). I understand that anybody selling my products at the market that is not listed as an authorized member will be asked to leave. **I certify that I am the legal owner of this business.** I certify that the information I have provided to the Farmers Market on my authorized member form is accurate and complete.*

Applicant's Signature: _____

Date (MM/DD/YYYY): ____/____/_____

THIS FORM MUST BE FILLED OUT BY THE OWNER OF THE BUSINESS.

If you are authorizing more than one person to sell your products at the market, you must fill out one form for each person, this does not include yourself (the business owner). If the owner is unable to fill out this form, please contact market management for further assistance.

****BELOW FOR MARKET MANAGEMENT USE ONLY****

Market Manager Signature: _____

Date: _____

Market Manager Name: _____

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Vendor Agreement

Legal Business Name: _____

Business Owner's Legal Name (First Name, Last Name):

By signing below, I acknowledge and agree to the Farmers Market's Rules and Regulations. I acknowledge that I have read the entire document and understand that I am responsible for any actions and behavior of myself and my staff members. I understand that I am participating in the April 21, 2024 Farmers Market located at The National Urban Farm Festival held at 8209 Cedarville Rd, Brandywine, MD 20613.

Applicant's Signature: _____

Date (MM/DD/YYYY): ____/____/____

THIS FORM MUST BE FILLED OUT BY THE OWNER OF THE BUSINESS.

If the owner is unable to fill out this form, please contact market management for further assistance.

****BELOW FOR MARKET MANAGEMENT USE ONLY****

Market Manager Signature: _____

Date: _____

Market Manager Name: _____

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Legal

EXTRA SERVICES. Farmers Market is not obliged to provide the vendor telephone, water, electrical, and drain services. The vendor shall also be responsible for payment of other charges like electricity charges, water charges, taxes, etc. to the concerned authorities.

DISPLAYS AND SIGNS. Signs and displays should not block other vendors' booths or displays.

INSURANCE. The vendor is solely responsible to obtain insurance coverage on property brought on to market premises. The vendor assumes full responsibility for items left in the facility. The Farmers Market accepts no liability for lost, stolen, or damaged property and is not required to carry additional insurance to cover the vendor's property.

INDEMNIFICATION. The vendor agrees to indemnify and hold Farmers Market harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Farmers Market that result from the acts or omissions of the vendor and/or the vendor's employees, agents, or representatives. The Farmers Market shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting at the market.

REMEDIES. In addition to any and all other rights, a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have two days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, pandemics, shutdowns, government-enforced shutdowns, county-mandated events, state-mandated events, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall

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be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators, in turn, shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Maryland.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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Organizer:

The Gift Legacy Foundation LTD and The Garden International LLC