

# Vendor Agreement of Rules and Regulations

## The Coopersburg Farmers Market

“Bringing Back Rustic Roots.”

Introduction..... Page 2.

Mission..... Page 2.

### General Market Rules

Workplace Violence..... Page 2.

Pets Policy..... Page 2 and 3.

Conduct..... Page 3.

Nonprofit organizations..... Page 3.

Entertainment..... Page 3.

### New Vendor Application Process and Existing Vendor Expectations

Deposits..... Page 4.

Products..... page 3 and 4.

Licensing and Certification..... Page 5.

Marketing..... Page 5.

### Market Operations

Attendance..... Page 5.

Space assignments..... Page 5.

Site set up and Safety..... Page 6.      Special

Events..... Page 6.

Inclement Weather..... Page 7.

Signage..... Page 6 and 7.

Product Pricing and Sampling..... Page 7.

Garbage/Recycling..... Page 7.

## Introduction

We recognize that the members of CFM sell as individuals, the market is a united unit. Its success depends on the cooperation and combined efforts of all the vendors as a whole. As a revered CFM vendor, you are responsible for informing yourself and your staff about all applicable market rules, policies, and regulations pertaining to your business, as well as policies and regulations set by local and state agencies. With your efforts you continue to help keep Coopersburg Farmers Market a vigorous and vital part of our community.

Complying with the rules also makes you a “Vendor in Good Standing.” Any actions and behaviors that may put you out of compliance with the market rules will result in a range of consequences which include but are not limited to warnings, fines, probation, suspension, and possible permanent vendor removal from the CFM. We appreciate your continued cooperation.

## Mission

We at the CFM are here to serve our community with high- quality fresh produce and other goods, along with promoting local agricultural and specialty products. We strive to improve the variety, value, taste and freshness of the products available in our community.

## General Market Rules

### Workplace Violence

The safety of the CFM employees, customers, vendors, and visitors is our highest priority and importance. Threatening or verbal behavior or acts of violence against vendors, customers, visitors, and employees while at the CFM or by any electronic means will not be tolerated or prohibited. Any person/s who engage or partake in this behavior shall be removed from the premise as quickly and safely as possible, and they shall remain off CFM’s premises pending the outcome of an investigation. In wake of the investigation CFM will respond appropriately. In response may include, but not be limited to, suspension and or termination of any business relationship, and/or the pursuit of criminal prosecution of the person/s involved.

### Pets Policy

We are an animal-friendly market! If our customers choose to bring their pet, we do ask them to abide by the following rules:

#### **For Vendors ONLY:**

- **VENDORS MAY NOT BRING THEIR ANIMALS WHILE PARTICIPATING IN THE MARKET.**

### Customers of the market:

Dogs MUST be kept on a short (non-retractable) leash.

- The dog/ animal must be well behaved and by the owners' side at all times.
- All animals must be kept away from the produce or any food-related items that do not have a cover on them.
- All animals MUST be friendly with other animals and children.
- Please be considerate, not everyone likes animals, and some may be allergic. - Clean up after your animal!

CFM reserves the right to request owners remove their pets from the market at any time.

### Conduct

CFM is diligent in providing the highest ethical standards possible in order to maintain high standards of respect and honesty towards one another while conducting themselves in a courteous and helpful manner. Vendors, employees, entertainers and/or volunteers may not publicly deprecate other vendors, products and/or markets and services.

Any customer questions regarding farming practices should be answered factually and knowledgeably. CFM does not allow or permit solicitation of signatures for political organizations or individuals, nor do we allow signage for such. Any dishonesty or rudeness could result in suspension from the market.

### Nonprofit organizations

Nonprofit organizations offering services and information of general interest to CFM's customers and vendors are admitted based on space availability and compatibility with CFM's missions. Political and religious advocacy organizations are excluded from being able to participate in the CFM. As a nonprofit booth you are NOT permitted to sell or give away any products unless it is for fundraising purposes and the President and Market Manager approves it first in writing. Any/all organization representatives shall not interfere with market operations by soliciting aggressively, no signatures, donations, or extra attention. Nonprofit organizations are required to submit an application but are not required to pay seasonal booth or inspection fees. The market perpetuates the right to regulate the time, place and manner of activities relating to displays, signs, posters, placards, and other expressions of the interests represented. Each organization must adequately display its name. All organizations are expected to adhere to all applicable rules.

### Entertainment

Entertainers are NOT permitted to sell or give away any products without prior approval by the President and Market Manager in writing. Entertainers shall not interfere with the market operations by being aggressive, soliciting merchandise sales, donations, or attention. No activities shall block sidewalks or access to assigned spaces (designated area will be assigned upon sign up). All entertainment shall be family oriented. Entertainers are allowed to place signage onsite, but it must not interfere with the CFM signage. All entertainers are expected to adhere to all applicable rules.

## New Vendor Application Process and Existing Vendor Expectations

New vendor applications are screened by the President and Market Manager of the CFM to eliminate any that do not pertain to what spots we are looking to fill. Those applications that meet our requirements are then presented at the next vendor meeting and voted on. All vendors are expected to read and agree to the CFM bylaws. All vendors must provide all necessary licenses, certifications, insurance policies, etc. All current vendors are expected to complete an application for new product offerings which must be approved by the President and Market Manager.

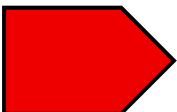
Applications must include:

- Completed and signed application in which the vendor agrees to the bylaws and agrees to abide by the rules and regulations set forth.
- Complete and accurate list of all items the vendor wishes to sell.

## Deposits:

A \$200 deposit is collected to ensure all vendors comply with the market rules and attendance policy, at the end of the season for our last market meeting, please see the market manager to discuss your options for a refund or roll over of the deposit.

In order to receive the \$200 deposit back, vendors cannot miss more than 4 absences throughout the entire season (May-December), must be in good standing with the market (no last minute calls outs, or no shows), and be in agreeance they are coming back the following season (if a vendor does not come back the following season, they will have to pay to \$200 deposit when they do come back (i.e. if a vendor does not come back 2026, but they want to come back 2027, the \$200 deposit will have to be paid again).



Initials: \_\_\_\_\_

## Products

The CFM is a producer only market. Reselling items is NOT permitted. Buying products from another farmer, wholesaler, store and/or other food establishment and then reselling those products is not permitted by the market.

“Producer Only” is as follows: farm-raised products which include edible and non-edible products.

Below will be examples of Producer-only items:

- Eggs
  - o Producers may only sell eggs from animals possessed on their land.

- Meat and meat products
  - o Red meat and pork- producers may only sell meat that is 100% from animals they raise from weaning.
  - o Poultry and Fowl- producers may only sell meat that is 100% from poultry and fowl they raise from day old chicks.
  - o Processing of animals- meat may be processed, cut and wrapped on or off the farm, provided only meat from the producers' animals is used. All local, state and USDA guidelines must be followed, and necessary licenses acquired by the producer and their processor. Other ingredients such as spices may be added.
- Fruits and Veggies
  - o Producers may only sell fruits and veggies that they have raised and harvested 100% from their land.
- Land
  - o All land used for production must be within the designated region (50-mile radius of the market site)
  - o Producers must own or lease the land they use for production.
- Plant materials
  - o Field and greenhouse grown plants and flowers.
    - Producers must start bedding and potted plants and flowers either from the seed, cell pack, bulbs, cutting or plugs they received dormant.
  - o Producers must plant or repot all plant material.
  - o Producers MUST be registered, licensed, or listed with PA Dept. or AG in the appropriate counties.
  - o Producers MUST own their greenhouses unless other arrangements are approved by the CFM President and Market Manager.
  - o Repotted plants must be well rooted to the next size container.
  - o Vines and Gourds can be sold only if the producer grows them.

### Licenses and Certifications

Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health and safety regulations, along with licensing requirements governing the production, display, distribution, sampling, and sale of their products.

- ALL vendors must provide CFM with a copy of General Liability Insurance, naming Coopersburg Farmers Market and Coopersburg Borough as additional insured.

### Marketing

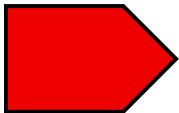
Vendors are responsible for promoting the market. Vendors are strongly encouraged to send in updates for the weekly newsletter and interact with CFM's social media accounts; the more interaction and engagement we have the better it will be for the vendors and our community. Customers can sign up for emails at the information tent or via website.

Vendors agree to participate to the best of their ability in any promotions and fundraisers the CFM may have on behalf of the market.

## Market Operations

### Attendance

Vendor attendance is mandatory. Vendors will be limited to 4 excused absences per market season (excluding any market we have outside of May through December. Vendors must contact the market President and or Market Manager about a planned absence two weeks ahead of time, which must include; date of the absence so customers can be informed via website and weekly emails. In the event of illness or unforeseen emergencies, the vendor should inform the market President of their absence as soon as possible. Any unexcused absences or late arrivals (past a 15-minute window after open) may result in termination of the vendors participation in the market (regardless of the absence, points do go against you for not showing up and being at the market when scheduled) added 7/14/2024- SD. The Market Manager for individual vendors may be approved for a different but regular requirement such as in the case of a single crop grower (i.e. Strawberries, corn, etc.)



Initials: \_\_\_\_\_

### Space Assignment

On the first day of market season vendors will be assigned a space which will be assigned by the President and Market Manager. The space that is assigned to the vendors will be the same space for the entire market season. Depending on special events the spaces assigned may need to be moved for that event.

### Site set- up and Safety

- All vendors are required to enter the market through N. 5<sup>th</sup> street entrance and will NOT be permitted to enter from Main Street (once the barriers are set up).
- All vendors please make sure when pulling in you are not going any faster than 5 MPH, there will be other vendors setting up, kids running around, and customers walking in and out.
- All vendors please make sure you are at the market to set up no later than 9:30am. Set up must be complete no later than 9:45am therefore, use your best judgment as to when you need to be at the market to be set up by the time above.
- All electrical equipment needs to be approved by the Market Manager before being able to use it if applicable.
- We strongly encourage getting to your spots early to set up, we start promptly at 10:00am.
- Breakdown must begin right after closing

- At least 30 minutes before the market opens all vehicles must be removed to ensure safety of all.
- Vendors must be prepared to sell from 10:00am – 1:00pm. If you are set up and ready to sell at 09:45am you may start selling your products, but not before 09:45am - Vendors must be out no later than 1:45pm on market days.
- Selling before market opening or before 09:45am could result in a fine. Also, leaving before market closing could result in a fine.
- Vendors are required to have a canopy or umbrella in good condition covering their booth. In the case of excessive wind please do not use a canopy, umbrella, or tent. Each vendor is responsible for ensuring their canopy, tent or umbrella is secure. 25lb weights can be used along with tie downs, this is to eliminate disruption due to wind and any danger for everyone.
- Vendors are reliable for any damage occurring from their personal property.
- Vendors must supply their own tables, chairs, tents/umbrellas, tablecloths, electrical cords, coolers, ice, etc.
- Vendors are responsible for ensuring their space is clean during market and during clean up. We strongly encourage vendors to bring their own little trash cans.
- Vendors are responsible for the safety and behavior of their children if they are present.
- Vendors nor staff are permitted to smoke or drink while on the premises. Customers may sample alcohol at vendor stands that sell it.
- No scooters, bikes, skateboards, rollerblades, or anything with a motor is permitted to be ridden while on the marketplace property.
- Vendors agree that photos featuring themselves or their staff and/or their product can be used in CFM promotions.

## Special Events

All vendors will be expected to attend all special events held by the market even if the event does NOT land on your weekend (for bi-weekly vendors). Please make sure you check the website or speak with the President/ Market Manager to see if there are any events that may fall on your off weeks.

## Inclement Weather

In the instance of inclement weather, the market manager will decide if we need to close early. Unless told otherwise, we will be open regular market hours. In the case of a thunderstorm, the market manager will continue keeping an eye on the weather, IF there is lightening, please leave your spots and go into Borough Hall until the storm passes to resume normal operations. In the case the storm looks like it will last longer than a few minutes, the Market Manager will let you know you are able to pack up and go and the market will close due to circumstances of the weather and severity of the storms. In the instance of a snowstorm, please check emails and texts before the market opening to ensure the market is not closed, if you do not have a text or email, please show up at the market at normal operating hours. The market manager will keep everyone up to date and informed with weather updates and any delayed openings or early closings.

## Signage

- Each booth space must display a sign that clearly identifies the farm or business by name and location of the farm and business.
- All descriptions of products must be accurate and truthful. Claims on signage must not be misleading. Signs and labels must clearly identify the products on a vendors table that are certified organics. Farming practices must be fully and truthfully disclosed when customers inquire.
- All permits necessary to sell must always be displayed or available for review. Vendors who market their products as organic must provide proof of certification.
- All items for sale must be clearly marketed with their retail price. Products may have the price directly on them or we would strongly encourage creating a sign or paper of the prices and laminate it, so it does not get ruined.
- PLEASE MAKE SURE TO HAVE A PRINTOUT OF ALL INGREDIENTS THAT GO INTO YOUR PRODUCTS FOR CUSTOMERS TO VIEW AT ALL TIMES WHILE AT THE MARKET, PER USDA.
- Any and all signage is limited to the business and the products related to matters. If any other signage is going to be displayed, it does need to get approved by the President and Market Manager first.

## Product Pricing and Sampling

All products' pricing will reflect typical market value.

Vendors are not permitted to use end of day discounting as a means of selling their products. This does not include sampling. Vendors are not permitted to use the following techniques while at the market: hawking, calling attention to products in a loud manner, repetitive public manner, and selling products in an aggressive way. When aisles are crowded, standing in the aisles while providing samples to customers is not permitted.

Vendors providing samples of their products must comply with local health laws and the rules governing market sanitation and health, including but not limited to:

- Food intended for sampling shall be washed or cleaned in another manner, of any soil or other material by potable water in order that it be wholesome and safe for consumption.
- Clean, disposable plastic gloves shall be used when cutting samples.
- Potable water, soap and individual hand towels shall be available for hand washing and sanitizing.
- Samples should be kept in clean covered containers.
- Vendors must make sure any samples are kept at appropriate temperatures.

## Garbage/ Recycling

All vendors are responsible for cleaning up their market site during and at the end of the market day. If anything a vendor distributes or sells produces trash, the vendor must provide a trash can for the customers. Disposal of garbage is up to the vendor.

### **Vendor Agreement Clause**

By signing this Vendor Agreement, the Vendor acknowledges that they have read, understand, and agree to comply with all terms, conditions, rules, and policies outlined in this agreement. The Vendor further agrees to operate in accordance with these provisions and understands that failure to do so may result in penalties, removal from the event or market, or termination of participation at the discretion of the Market management.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_