



# Ho'oulu Community Farmers Market

## Operational Guidelines - July 2022

### Mission & Purpose

The Ho'oulu Community Farmers Market (Big Island Market, Market) provides a means to connect local farmers, food preparers, and artisans with local and visiting customers - for the benefit of all. Through the Market, it is hoped that the following goals are achieved or facilitated:

1. Hawaii-sourced and produced commodities are promoted.
2. Consumers learn the uses, benefits, and values of locally grown and produced products.
3. Consumers learn about sustainable agricultural and production practices.
4. Quality of life within the Hawaii community of farmers, vendors, and consumers is enhanced.
5. All involved work together as a true Ohana, building relationships and helping each other succeed.

### Operations

The Market operates under the guidance of a Market Manager who is responsible for providing a pleasant and orderly market experience by:

1. Creating an atmosphere within the Market in which Vendors can be successful.
2. We are determining and maintaining an appropriate mix of farm, food, and craft products.
3. We are defining, communicating, and administering admittance rules and continuing participation for vendors so that all know what is expected and unnecessary drama is avoided.

## “The Rules”

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### Liability Issues

Where rules listed below reference activities that could give rise to significant liability concerns, the government is prefaced with “LIABILITY.”

### Acceptable Products

1. All products offered for sale at the Market are to be locally grown or made by hand on the island of Hawaii by the Vendor, their employees, or immediate family members.
2. All prepared food products should use locally grown ingredients and be served in biodegradable containers to the greatest extent practical.
3. Artists and craft Vendors are encouraged to use locally-sourced materials to the greatest extent practical.
4. LIABILITY - Vendors are responsible for complying with all governmental product safety and labeling requirements.
5. The Manager reserves the right to refuse products violating these rules' intent.
6. The Manager reserves the right to accept or refuse vendors to maintain an appropriate mix of product categories.

### Vendor Application

7. All Vendors must complete an application providing contact information and description(s) of all products to be sold. Changes or additions to products offered for sale must be pre-approved by the Manager.
8. Vendors must provide evidence of their General Excise Tax License.
9. LIABILITY - Vendors selling food or beverages are responsible for knowledge of, and compliance with Hawaii's Administrative Rules (HAR) Title 11, Chapter 50 Food Safety and must maintain and display current permits as appropriate. (See Appendix 1 for a list of foods requiring permits.)
10. LIABILITY - All Vendors are required to provide their product liability insurance.
11. Vendor acceptance is at the Manager's discretion, subject to the goals and objectives of the Market.

### Vendor Categories

12. “Regular” Vendors have a guaranteed spot in the market (though the exact location is subject to change by the Manager) and will be featured on the market website and advertising.
13. “On-call” Vendors may participate as space is available.

14. "Probationary" Vendors are allowed to participate on a trial basis to see if they are a good fit for the Market.

## Fees

15. Vendors are required to pay a weekly booth fee, which may be paid in advance (for example, monthly), but there is no discount for doing so. If not paid in advance, payments are due each week - no, "I owe you."
16. The fee for Regular Vendors is currently \$30.00 per market from Thanksgiving through Easter and \$25.00 for all other dates. Any changes in fee structure will be communicated to all Vendors in advance.
17. The Manager will set fees for larger or multiple spaces on a case-by-case basis.
18. Vendors will be provided with periodic statements of fees paid.

## Scheduling and Absences

19. Regular Vendors are expected to be at each market unless the Manager is notified in advance. Failure to provide a 36-hour notice of absence will result in fees being owed for the missed market.
20. On-Call and Probationary Vendors should notify the Manager by Sunday night of their availability/desire to participate. If space is available, they will be notified by Tuesday.
21. In the event of a Market cancellation due to inclement weather or other circumstances, the Manager will notify Vendors as soon as possible. No fees will be collected for canceled markets.

## Setup & Site

22. The Manager will assign each Regular Vendor to a location on the event grounds. However, the Manager reserves the right to reassign areas or make temporary moves to accommodate absences or other periodic changes.
23. All Vendors are expected to be set up and ready for business by 8:55 and remain open during the entire advertised market time.
24. LIABILITY - Vendors can drive their vehicles near their assigned location (subject to space and lanes between rows) to drop off their equipment and products before the market. Vendors are expected to unload and move their vehicles to the parking area as soon as possible but no later than 15 minutes before market opening.
25. LIABILITY - Parking is to be along the South edge of the market grounds pulling in straight, or the hotel lot. No parking is allowed facing the roadway along the western edge of the grounds.
26. LIABILITY - Vendors may bring their vehicles back to their location for loading only after the market has ended. They have consolidated their product and equipment for loading, and it is safe to do so, considering customers are still on the market.
27. LIABILITY - All Vendors are expected to cooperate with other Vendors on vehicle movement and must safely operate their vehicles. Failure to comply with this rule may lead to suspension or expulsion from the market.

## Vendor Space

28. Each Vendor is provided a 10-foot deep by 12-foot vast space to allow for flexibility in positioning their 10x10 canopies. Some Vendors may be able to "extend" their length with shade awnings or product placement beyond their 10x10 footprint, subject to cooperation with their neighbors and prior approval by the Manager.
29. The backs and sides of booths may be separated with shade cloth - no solid panels.
30. Each Vendor is required to provide their tables and chairs as needed, as well as banners or other signage to identify their business and products.
31. Vendors must be prepared to stake or otherwise secure their canopies to prevent damage or injury in the event of strong winds.
32. All rubbish or debris created during the market must be removed by the Vendor and not placed in refuse containers.

## Prohibited Behaviors

33. Solicitation for selling products or services not covered by the Vendor's application to the Market is prohibited.
34. Smoking, consumption of alcohol, and possession or consumption of a controlled substance within the market grounds are not allowed.
35. Vendors' children and pets are only allowed to be in the market area if supervised and kept in the Vendors' booth.
36. Any behavior detrimental to the image of the Market, the health or well-being of other Vendors, or the experience of Market customers is prohibited. The Manager has full authority to excuse or suspend any Vendor who fails to demonstrate good judgment in this regard.

## Resolution of Conflict

All Market participants are expected to demonstrate and live Aloha with each other and with all guests. Any conflicts that may arise should be brought to the Manager's attention for resolution.

## Changes and Exceptions

The Manager reserves the right to modify or add to this document at any time. All significant changes will be communicated to Vendors as soon as practical. In addition, the Manager may, from time-to-time grant exceptions to specific requirements on a case-by-case basis.

Gail and Greg Smith  
July 2022

## Appendix 1: General Guidelines for Food Permits

Hawai'i Administrative Rules (HAR) Title 11, Chapter 50 Food Safety Code governs all aspects of ensuring food safety and defines the requirements and processes for obtaining Temporary Food Establishment Permits (TFEP). The following guidance for determining the need for a TFEP was taken from the College of Tropical Agriculture and Human Resources (CTAHR) "Farmers Market Best Practices."

In Hawai'i, the Department of Health (DOH) Sanitation Branch issues food establishment permits for those individuals or groups with a permanent, mobile, or temporary establishment who want to sell "food." The DOH Sanitation Branch is also the agency most likely enforcing food safety rules at your market, so each farmer/vendor should talk to their local DOH about the rules for the specific products they plan to sell. This is the best way to avoid violations and ensure that food sold at the market is safe. For more information, visit the DOH Sanitation Branch site at <http://health.hawaii.gov/san/food-information/>.

### **You do NOT NEED a temporary food establishment permit (TFEP) for these items:**

- Whole uncut fruits and vegetables, such as bananas, pineapples, cabbage, tomatoes, melons, onions, and raw mixed and micro greens (uncut) intended to be washed by the consumer before consumption.
- Commercially prepackaged non-potentially hazardous foods (non-PHF) and beverages (without ice).
- Hand-pounded poi that complies with HAR 11-50-3 (c)(5).
- Commercially prepackaged ice cream and frozen yogurt novelties.
- Hot beverages (without ice) such as coffee, cocoa, or hot tea.
- Doughnuts, pastries (cupcakes, bagels, cookies), and candy are prepared in a home kitchen— so long as they are NOT potentially hazardous foods (non-PHF), meaning they don't require time and temperature controls because they are not capable of supporting the growth of pathogenic microorganisms.
- Popcorn seasoned with salt, buttered, or sugared (kettle corn).
- Dry beans or grains that are not ready to eat; coffee beans, tea leaves, or herbs for tea that must be cooked before consumption; or ingredients such as spices or dry soup mixes that are portioned on-site but not blended.
- Whole produce is exempt from TFEP.

### **You NEED a temporary food establishment permit (TFEP) if you intend to sell potentially hazardous food.**

Farmers/vendors must receive a temporary food establishment permit from the DOH before selling potentially hazardous foods (PHF). According to federal and state regulations, a potentially dangerous food requires time and temperature controls because it can support the growth of pathogenic microorganisms. Vendors who are unsure whether their product is potentially hazardous should contact the DOH Sanitation Branch.

- Meat, poultry, fish, shellfish, eggs, cooked vegetables, dairy products, mushrooms, raw seed sprouts, cut melons, cut leafy greens, cut tomatoes, untreated garlic-in-oil mixtures, and baked goods that are subject to spoilage (such as custards or cream-filled pastries or other baked goods that must be refrigerated) are examples of potentially hazardous foods.
- If you are selling coffee for shoppers to drink while at the farmer's market, you must have a temporary food establishment permit and use disposable cups, single-service creamers, and potable water.
- Eggs require the vendor to have a TFEP.
- Fish require time and temperature controls.
- The DOH treats sliced or altered fruits or vegetables (shelled peas, cut fruits, etc.) as "processed foods," which must be prepared under particular guidelines for sanitation and safety and may be required to be prepared in an approved facility. Farmers/vendors selling cut or altered fruits or vegetables should consult their local health inspector.