



Black Hills Farmers Market

2024 BHFM RULES AND REGULATIONS

01. MEMBERSHIP

- a. Membership in the Black Hills Farmers Market, Inc. (BHFM) is voluntary. BHFM board of directors reserve the right to refuse and revoke membership.
- b. BHFM Members Receive:
 - i. \$5 off of weekly vendor fees
 - ii. One vote at member meetings in accordance with BHFM bylaws.
 - iii. Member businesses will be displayed on our website and promoted on BHFM social media pages.
- c. Membership shall be \$40 annually, running the fiscal year beginning January 1st.
- d. Membership is restricted to South Dakota entities within 300 miles of Market Park, and entities within 200 miles of Market Park if outside of South Dakota.

02. APPLICATION PROCESS

- a. Vendors and potential vendors are responsible for reviewing and understanding the vendor registration process and materials at: <https://blackhillsfarmersmarket.org/vendor-resources>
- b. BHFM, with assistance from the board of directors, shall review each new registration request and determine acceptance/rejection of each applicant.



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03. LOCATION, HOURS OF OPERATION, AND SEASON DURATION

- a. BHFM will operate in Rapid City, SD at Market Park and may also choose to operate “satellite” markets in various locations in South Dakota.
- b. BHFM shall open to the public during the following months, days, and hours:
 - i. Summer Market shall run May through October on Saturdays from 8am-1pm; and July thru October on Wednesdays from 8am-1pm.
 - ii. Winter Market shall run November through April on Saturdays from 9am-12pm.
- c. Vendors may begin to set up as early as 6:30am on Market days. The expectation is that vendors be set up by 8am during summer market.
- d. Vendors may utilize Market Park at any time with prior BHFM board approval.

04. BOOTH SPACE AND RULES

- a. All vendors must rent a market booth space. BHFM will assign specific booth locations to vendors with permanent/semi permanent booth locations, communicated in advance of market days.
- b. A standard booth space is approximately 15’ deep by 15’ wide.
- c. All vendors must have a display which clearly states their name, products offered, and prices.
- d. Vendor signs must not have products on them that have not been approved by BHFM.
- e. Double-booth spaces may be rented if available.



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- f. Vendor booths costs will vary depending on the time of year:
 - i. Winter Market members pay \$25/day; non-members pay \$30/day.
 - ii. Summer market members pay \$40/day; non-members pay \$45/day.
 - iii. Use of electricity will be an additional \$5/day, or \$20/month during Summer Market. Electricity is free during the Winter Market.
 - iv. All fees are subject to change at any point if agreed upon by the BHFMM board.
- g. VENDORS ARE RESPONSIBLE FOR PAYING ANY NECESSARY FEES **PRIOR** TO SETTING UP THEIR BOOTH SPACE. If vendors do not pay their fee before setting up, they will receive a written notice. Any booth with 3 notices will be suspended from the market until all fees are paid and the board removes their suspension.
- h. Vendors will park in assigned spaces and limit their display and operations to their assigned booth space.
- i. Excessive vehicle traffic on grass areas is to be avoided. No driving of vehicles shall occur in or out of the inner circle, or on the surrounding pathway during market hours.
- j. Care must be exercised to avoid damaging the grounds or any installed system; all vehicles must drive 5 mph or slower when entering/exiting booth spaces.
- k. Children accompanying vendors must be adequately supervised at all times.



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- l. Vendors are prohibited from bringing their dogs or pets to market unless the animal is a registered service animal.
- m. ALL CANOPIES MUST BE STAKED OR WEIGHTED.
- n. All signage, equipment, tables, canopies, etc. will be furnished by the vendor.
- o. Prices must be posted and clearly visible, with differentiation made between quality for the price.
- p. Products may be sold by the grower/producer thereof, a member of the immediate family, or by an employee.
- q. One vendor may act on behalf of and sell products for another vendor with the approval of BHFM, but only if the source of the product is clearly identifiable.
- r. Vendors may not sell items they did not directly grow or produce unless specified on their application.
- s. Vendors assume all responsibility pertaining to on-site advertising of growing practices and treatments.
- t. Other commodities and value-added products may be permitted by approval of BHFM.
- u. BHFM may spot-check the quality of products as well as compliance with rules and regulations at any time. BHFM reserves the right to inspect and reject produce and products based on quality.

05. SAFETY AND SELLING PRACTICES

- a. Samples must be served using utensils (toothpicks, forks, etc...) and any vendor touching samples must be wearing gloves.



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- b. ALL vendors must comply with related federal and state laws, including South Dakota codified laws, the South Dakota Department of Health regulations, and South Dakota iGrow regulations. Vendors must also comply with Rapid City Fire Prevention Regulations. Vendors who do not follow city, state, and federal regulations will be required to leave. Repeat offenders will not be allowed to return to the market.
- c. Scales used to weigh products must be certified. It is the vendor's responsibility to have the scale in use certified by the State of South Dakota at: dps.sd.gov/licensing/weights_and_measures/
- d. The following are food safety rules developed by BHFM and are in addition to the laws and regulations referenced in section 5.a:

Chilled Meat Products

- License must be provided to BHFM prior to selling
- Chilled meat products must be maintained at a temperature of 38 degrees fahrenheit or lower in an operating refrigerator with a thermometer.
- Frozen meat products must be maintained at a temperature of 20 degrees fahrenheit or lower in an operating freezer with a thermometer.

Dairy Products Including Milk, Cheese, and Ice Cream

- Grade A milk vendors must be PMO compliant.
- Products must be pasteurized and processed at a manufacturing plant that has been licensed by the Department of Agriculture and Natural Resources.
 - License must be provided to BHFM prior to selling
 - All ingredients must be on a label.*



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- Chilled dairy products must be maintained at a temperature of 38 degrees fahrenheit or lower in an operating refrigerator with a thermometer.
- Frozen products must be maintained at a temperature of 20 degrees fahrenheit or lower in an operating freezer with a thermometer.

Eggs

- Vendors must obtain egg dealer license annually
- All egg products for sale at the market must be stored in an operating refrigerator and maintained at 44 degrees and have a thermometer.

Baked Goods

- All ingredients must be on a label.*
- All products must be individually packaged.

Fresh, Whole, Uncut Fruits and Vegetables and Microgreens

- Vendors selling fruits and vegetables must be capable of verification as a regional farmer or hobby producer by BHFMM.

Home Canned Goods (Long Store Jams/Jellies/Sauces/Syrups etc.)

- All canned goods must be sent in for third-party testing and have certification on file with BHFMM before the vendor can sell.
 - All ingredients must be on a label.*



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Home Goods (Short Store)

- All short store goods must be stored in an operating refrigerator with a thermometer and must be operating while at BHFM.
 - All ingredients must be on a label.*

Nuts, Grains, Seeds, Dry Mixes:

- All ingredients must be on a label.*

Fermented Foods

- All ingredients must be on a label.*
- All fermented foods must be sent in for third-party testing and certification. Certification must be on file with BHFM before selling.

Fresh Cut Fruit, Produce and Sprouts

- Fresh cut produce and sprouts require a state license which must be on file with BHFM before selling.
 - All ingredients must be on a label.*

Juices and Ciders

- All juices and ciders require a state license that must be on file with BHFM before selling.
- All products must be sent in for third-party testing and have certification on file with BHFM before selling.
 - All ingredients must be on a label.*



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Honey

- Honey must be processed and come from bees owned by the vendor.
- If selling candles, honey vendors must also manufacture their own candles.
- All honey must be registered, with license on file with BHFM before selling.

Take and Bake Products

- Take and bake products require a state license which must be on file with BHFM before selling.
 - All ingredients must be on a label.*

Other Pre-Prepared Food and Drinks (Smoothies, Kombucha, etc.)

- Require a state license, which must be on file with BHFM before selling.
 - All ingredients must be on a label.*

Pet Food and Treats

- Pet Food and Treat producers must have a commercial feed license and provide to BHFM before selling.
 - All ingredients must be on a label.*

Soaps and Skincare Products

- The product is labeled, sold, and represented only as soap or lotion and should not make any cosmetic or medical claims on the label. (i.e. This product can heal your eczema, cure acne, etc.)
 - All ingredients must be on a label.*



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Cut Flowers and Ornamentals

- Must be grown or gathered by the producer on public or private land.

Candles

- Candle labels must include ingredients, statement of a fire hazard, and contact information.

***Labels:**

Each container or package sold must have a label that contains the following:

1: Name of product 2: Name of the producer 3: Physical address of production 4: Mailing address of the producer 5: Telephone number of the producer 6: Date product made or processed 7: Ingredients 8: A directive to keep food refrigerated or frozen (if required) 9: A disclaimer that states "This product was not produced in a commercial kitchen. It has been home-processed in a kitchen that may also process common food allergens such as tree nuts, peanuts, eggs, soy, wheat, milk, fish and crustacean shellfish."

06. PRODUCE DUMPING

- Produce dumping is strictly prohibited. Dumping is defined as: Offering for sale produce that is not grown by a regional producer (except for tree fruits); lowering the selling price more than 50% below the day's initial asking price without permission of BHFM; and/or selling poor-quality produce. Sale limitations do not apply during the last hour of market.
- Vendors engaging in such action may have their booth space revoked and not be allowed to return to the market.



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07. ON-SITE CLEANLINESS

- a. Vehicles must meet specific standards of cleanliness before bringing produce to the BHFM location. Vehicles previously carrying livestock or fowl must be cleaned, properly washed, and sanitized before transporting produce.
- b. All booth spaces must be kept clean and each vendor will be responsible for cleaning their booth space upon departure.
- c. Cigarette butts must be put in fire-protected containers and disposed of properly.
- d. If a vendor's booth space is not left clean and BHFM or other party is required to clean the area, the vendor will be required to pay a fine of \$30 prior to being allowed to rent a booth space again.
- e. Failure to meet these standards will be regarded as health hazard and will be grounds for denial of booth space.

08. ETHICS

- a. All vendors are required to conduct themselves properly, displaying courtesy towards patrons and other vendors. Aggressive talking, name-calling, foul language and general unprofessional behavior are all grounds for removal.

09. STATE SALES TAX

- a. Each vendor is responsible for his or her own sales tax license and sales tax payments and must have a license on file with BHFM.



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10. LIABILITY

- a. Each vendor is required to carry his/her own liability insurance. Homeowners insurance does not cover a booth at the BHFMM. Liability insurance must be filed with BHFMM.
- b. BHFMM does not provide any insurance for vendors, nor will be held liable for any claim(s) against any vendor(s).

11. REVOCATION, COMPLAINTS, AND NOTICE OF DENIAL

- a. Any deviation or failure to adhere to the preceding rules and regulations can result in the immediate revocation of a vendor's privilege to use the BHFMM as a selling venue.
- b. BHFMM hold the responsibility and authority to enforce these rules and regulations, and will evict non-conforming vendors.
- c. Board of directors also have the authority and power to revoke a booth permit in order to prevent degradation of the quality and goodwill of the BHFMM location.
- d. Vendors should direct complaints or problems to BHFMM in a timely manner that is not disruptive to the conducting of business at the BHFMM locations.
- e. Any person(s) denied permission to sell at BHFMM, or having their permit revoked, will receive written notice stating the reason(s) for the denial or revocation and will not be allowed to return as a vendor without written permission of the board of directors.
- f. Vendors should reference the BHFMM Communications Policies and Code of Conduct for more detailed information.



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- g. Any vendor who fails the food service license inspection by the SD Department of Health will not be allowed to sell at BHFMM until receiving a passing score on a subsequent SD Department of Health inspection.

12. BOARD OF DIRECTORS AND MARKET MANAGEMENT

- a. The board of directors has the power to enforce, formulate, or change these rules and regulations conducive to the best interest of the BHFMM by making a motion and voting to change any of the rules during a scheduled board meeting. Vendors are allowed to attend these meetings to give input on the rules and regulations at any time.
- b. The board of directors is responsible for hiring and overseeing BHFMM management.

2024 BHFMM Rules and Regulations

I, _____, of _____, agree that on this ____ day of _____, 2024, have read, understand, and will abide by all the rules and regulations of the Black Hills Farmers Market, Inc. as they are written in this document. I understand that failure to do so may result in my revocation from the Black Hills Farmers Market, Inc.

Signature

Date