

## **2024 Rules and Guidelines**

### **The Farmer's Market at Brock's Gap**

The Board of Directors manages the regular business operations of the market. The Board of Directors will conduct the day-to-day operations through a Market Manager designated by the Board of Directors.

#### **1. Location and Times**

Outside at Brock's Gap Brewing Company, 500 Mineral Trace, Hoover, AL 35244

Every Saturday, January 27 – November 23, 2024, 8:00 am to 1:00 pm (RAIN OR SHINE)

(Excluding May 25th, SEC Baseball)

Arrival and Set up time is 6:30 - 7:15 (NO EARLIER/NO LATER)

Close and clean up 1:00 - 1:30 pm

**All vendors are required to stay for the full length of the market.**

#### **2. Market Management**

The market manager or designated agent shall supervise and control the market and the market property activities. The manager is responsible for ensuring that each agent or employee follows all rules and regulations the Board of Directors set forth. The market management shall designate the locations for each vendor and, if necessary, may require a producer to relocate. The manager shall ensure the smooth operation of the market and the vendor cleanup of their area after the market closes. The management will conduct farm visits throughout the growing season to ensure adherence to the producer-only rules.

The manager will coordinate advertising and special events.

In inclement weather conditions, the manager has the authority to close the market to ensure the safety of customers and vendors.

#### **3. Approval of vendors and products**

The market manager and the market committee will determine the selection of vendors. The market will strive for diversification of local farm products, local artists, and food vendors.

Only producers may sell at the market. A producer is defined as the person who grows or makes the product and may include the producer's immediate family, partners, and employees. **Items purchased for resale, as well as items made from kits, commercially available plans, and mechanically mass-produced items, may not be sold at the market.**

**Farmers** (growers, ranchers, farmers, beekeepers) – Farmers may sell products grown and/or produced in Alabama. Residents of these counties may not bring products grown on leased land in another state. Farms from outside of these counties in Alabama may apply, and approval will be based on the market need for items produced and will be reviewed by the market committee. Farmers may include a farmer's family member, employee, or representative. A farmer or his representative must attend the booth during sale hours.

**Artisans** are producers of unique, hand-crafted items that represent the use of local talent, materials, ideas, etc. They can include crafters, jewelry makers, artists, photographers, lotions & soap makers, etc. Artisans may sell items approved during the application process. All items must be self-produced, not resale and/or mass-produced. All artisan applications must include a photo sampling of items to be sold. The market manager and the committee will approve only artisan vendors representing unique, high-quality products.

### **Civic Organizations Participation**

**All charitable organizations must fill out an application. Nonprofit and charitable organizations are welcome at the Market with the approval of the manager and the market committee. Organizations setting up information and donation-only tables will be allowed to set up free of charge. Organizations selling products to raise funds will be charged the normal rental fee. The Market is a public space, not a public forum. Organizations, individuals, and market vendors may only display educational material pertinent to the farmers' market, marketing local foods to consumers, and gardening.** Any activity conducted on the farmers' market property during the hours of the farmers' market must be approved by the Board of Directors. **Space will be allocated based on availability and selection criteria.**

**Home Processed Food Vendor:** Food items that are home-processed and non-potentially hazardous goods may also be represented at the market. Home-processed products must satisfy all public health, labeling, permitting, and other requirements for processed products. The county guidelines above will apply. Food Vendors: Products pre-packaged for consumption onsite that do not meet the Home Processed Food vendor definition. Preference for food vendors will be locally created products, locally branded food sellers, and unique ready-to-consume foods. All food vendors must meet all local licensing and health department requirements, and permits must be submitted upon acceptance to the market. The county guidelines above will apply.

Foods allowed to be sold that are produced in a **home kitchen**: baked bread, rolls, cookies, cakes, brownies, fudge, and double crust fruit pies; traditional fruit jams, jellies, marmalades, and relishes; candy; spices or herbs; snack items such as popcorn, caramel corn and peanut brittle must have appropriate labeling to be sold at the Market. The vendor will only be allowed into the Market with prior authorization. **These products must be labeled stating that a regulatory agency did not inspect the production kitchen.** Food shall be clean, wholesome, and safe for human consumption and shall be handled, stored, transported, and offered for sale in a sanitary manner. Each vendor must abide by Code 80-7-1.05(d) of the Administrative Code regarding all home processed products, meat, insurance, proper weight and measures, dairy products, and shell eggs refer to Alabama Department of Agriculture and Industries, Farmers Market Authority Administrative Code Chapter: 80-7-1.04(3)(4)(5)(6)(7)(8)(9)

<http://www.fma.alabama.gov/HomeProc.aspx>

Growers selling eggs must follow guidelines outlined in the Alabama Shell Egg Law regarding proper labeling.

Meat sales are to be frozen with proper State or USDA stamps on the packaging.

Fish can be frozen or on the ice at 37-41 F degree temperature maintained.

Dairy products must have proper labeling from an inspected facility on the package. No raw milk products can be sold unless labeled for animal use only.

Only certified organic growers may use the term “organic” in their advertising at the Farmers’ Market. **The use of the term “organic” is not permitted unless the producer can show a Certificate from the State of Alabama that his/her product is organic.** Market Vendors may use “pesticide-free” and/or other terms, but the use of the word “organic” is controlled by State and Federal law.

#### 4. Fees

All applicants must remit a non-refundable application fee of \$25 via PayPal.me/HueytownHarvest. **This fee MUST be submitted when the completed application is emailed.** All approved farmers/vendors are required to remit a deposit equal to at least two event fees. **The two-event fee deposit will be held and applied to the last two events for which you are scheduled.**

**The weekly fees will be drafted the Monday before each Saturday market. There are NO REFUNDS in the event of a cancellation. \_\_\_\_\_ INITIAL**

**Produce Farmers: 10% or \$60 (whichever is greatest) per market**

**Ranchers: \$60 per 10 x 10 space, per market**

**Beekeepers: \$45 per 10 x 10 space per market**

**Food Producers: 10% or \$60 (whichever is greatest) per market**

**Artists: \$45 per 10 x 10 space per market**

**Vendors must supply their 10x10 STRAIGHT leg tent and a 6’ or 8’ foot table.** All fees collected will be used for promotion and to conduct the business of the farmer’s market. **Food Producers and Artists' spaces are limited and could be rotated in an effort not to duplicate market inventory.**

**We have a no-cancellation policy. Vendors cannot be replaced midseason. If the space was requested and reserved for a vendor on a specific date, the fee for the space is still due for that date.**

#### 5. Permits

All growers selling at the market must hold a grower’s permit. They are free from local County Extension offices or at [www.aces.edu](http://www.aces.edu). The certificate ensures that the products sold originate with the producer, his or her family, partners, or employees. This allows the producer and the customer to be exempt from state and local taxes for raw, unprocessed fruits and vegetables. A copy of the grower’s

permit must be provided to the Hueytown Harvest Farmers Market, Inc. d.b.a. The Market at Brock's Gap, before the first market attended. All permits must be available at each vendor's booth in case of on-site inspection.

All producers selling value-added products must obtain a valid business license from the Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service. Participants shall collect all necessary taxes at the time of sale and remit the same to the appropriate government authorities. **Sweet Grown Alabama Act, farmers who grow and produce value-added products will no longer be required to charge sales tax on these items beginning October 1, 2022.**

**All licenses and permits must be available in case of on-site inspection.** It is the responsibility of the producers to comply with any local, state, and federal laws that pertain to their business.

#### **6. Enforcement Process:**

The manager will enforce the rules. Fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Board of Directors. Failure by any vendor to comply with any of these rules and regulations can result in forfeiture of the right to do business of any kind in the market for a length of time specified by the Board of Directors. If a vendor wants to appeal their suspension or disqualification, a hearing will be arranged with the manager and the Board of Directors to hear arguments. The Board of Directors will then vote on a resolution to determine the outcome of the producer's appeal. The Board of Directors will handle all complaints regarding market management.

Any complaint made against a producer must be in writing and given to the Market Manager. The Market Manager is responsible for reviewing and resolving complaints. The Farmer's Board of Directors shall determine what type of investigation, if any, shall be conducted in response. They also have the sole discretion to determine whether that complaint will be disclosed to the producer under the complaint. Also, the producer under complaint may or may not be allowed to respond; this will depend on the nature of the complaint.

#### **7. Rules and Law Compliance:**

The sale of live animals is not allowed at the market. Alcoholic beverages, beverages containing one-half of one percent or more alcohol by volume, are prohibited for sale at farmer's markets. Food items allowed for sale may include but are not limited to vegetables, fruits, meats, eggs, baked goods, honey, cider, flowers, and plants. The Board of Directors will review all meat products before being allowed to be sold at the market. Products must meet all USDA/State Health Department guidelines.

#### **8. Space Assignments**

The Market Manager will designate the spaces for participants. Assigned spaces may change depending on the market's monthly needs. Every effort will be made to keep each vendor in regularly assigned space and keep the spaces contiguous to maximize product visibility. All applicants will occupy only one space per Market Fee paid. Displays must be confined to the assigned space. Multiple spaces may be occupied with the payment of additional Market Fees as needed per space utilized. Participants may not share space. Space options may include a parking space for the farmer's

vehicle with a canopy and table set up as the selling area..Nothing can be placed outside the designated space for each participant without special written permission from the market manager of The Farmer's Market at Brock's Gap. Additional fees may be incurred for the use of more than the allotted 10x10 space.

The market will strive to maintain a ratio of a minimum of 70% food vendors to a maximum of 30% non-food vendors. The ratio will be pre-calculated based on the number of vendors interested in attending that market day. The committee of The Farmer's Market at Brock's Gap monitors the overall composition of the market and determines the number of vendor openings available by type. Priority will be given to vendors participating in the market the previous year. Participants cannot give their participation rights/booth space to any other person without the express written consent of The Farmer's Market at Brock's Gap Manager, which may be withheld for any reason.

The Farmer's Market at Brock's Gap. has the right to deny a space at any time for any reason deemed worthy by The Farmer's Market at Brock's Gap committee. The Farmers' Market at Brock's Gap has the right to cancel market days due to dangerous weather or other causes. No refunds of pre-paid fees will be given for bad weather.

If power is needed, notify the manager before the season starts. Generators are not allowed.

## **9. Set Up and Clean Up**

The Market Manager will open the market space and oversee the setup of producer canopies and tables. **Set up will be 6:30 am - 7:15 am.** Vendor vehicles may enter the lot at 6:00 a.m. on market day, and vendors may begin setting up once they have an assigned space. All producers must be set up **by 7:15 a.m.** and ready to do business when the market opens at 8:00 a.m.

Each producer is responsible for setting up his or her products and signage within the canopy/space assigned in the manner specified by the Market Manager. Each Vendor must provide their tent and tables. Tents MUST be in new to very good condition, preferably with white canopies. (Slant-leg tents are not allowed.) Tables may be either 6 feet or 8 feet in length. Producers will be solely responsible at all times for the cleanliness within their vending area, regardless of the origin of the debris. Each producer must remove tents and leave the space clean, with all trash securely bagged and placed in trash cans. All vehicles should be loaded and cleared from the market area 30 minutes after closing. Determination of vendor parking will be made as the market progresses. The Farmer's Market at Brock's Gap has the right to demand immediate clean-up and removal of hazardous equipment and the immediate removal and discard of clearly defective produce and other products.

## **10. No Show Vendors**

A no-show vendor is defined as one who does not attend the market when expected without notifying the Market Manager. Each vendor is responsible for informing the Market Manager of attendance at the market. **The space rental fee paid in advance will not be refunded for a no-show vendor.** Vendors with unexpected circumstances that will cause them to arrive late should notify the Market Manager as soon as possible. This courtesy will allow a smooth market set-up, avoiding stress and set-up delays. After 7:30 a.m., any vacant spaces may be given to another vendor. **If you are running late, CALL, do not text.**

## **11. Smoking**

Due to customer concerns, The Farmer's Market at Brock's Gap will be a smoke-free zone. No smoking, vaping, or dipping will be allowed in the market area.

## **11. General Violations**

No firearms or drugs will be allowed on market premises. All profane, abusive, discourteous, and boisterous language and/or conduct at or in the market vicinity are strictly prohibited. Vendors, volunteers, and staff are expected to dress appropriately. No cleavage, frontal or posterior, will be allowed. Pants are to be worn at the waistline and belted if necessary. Extremely short shorts and strapless shirts are not allowed.

There is to be no "dumping" of produce at the end of the market day. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among producers may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the committee. No booth fees will be refunded to any producers found to be participating in these activities. Anyone not cooperating with market rules will be asked to leave the market. If the Market Manager determines that a producer has violated any provision of the market policies, that producer may be penalized.

## **13. Indemnification**

The participant acknowledges full responsibility for all activities conducted in connection with The Farmer's Market at Brock's Gap, and agrees to indemnify and hold harmless the Market, The Farmer's Market at Brock's Gap, Brock's Gap Brewing Company, Hueytown Harvest Farmers Market, Inc., the City of Hoover and each of their respective employees, agents, assigns, volunteers, officers, directors and representatives (collectively, "Representatives") from and against any and all liability, loss, damage, expense, suits, claims, penalties or judgments arising in connection with the participant's participation in The Farmer's Market at Brock's Gap. Participant acknowledges that his/her responsibilities include any and all costs and expenses incurred by The Farmer's Market at Brock's Gap, the Brock's Gap Brewing Company, Hueytown Harvest Farmers Market, Inc., the City of Hoover or their Representatives in defending claims which may be brought against any of them. Participants are liable for their products. The Farmer's Market at Brock's Gap, the Brock's Gap Brewing Company, Hueytown Harvest Farmers Market, Inc., and the City of Hoover shall not be held accountable for the products participants offer. Product and liability insurance is the responsibility of the participants. Participants assume all risk of loss due to fire, theft, weather or other causes of damages or loss. Participants agree to fully indemnify and hold The Farmer's Market at Brock's Gap, the Brock's Gap Brewing Company, Hueytown Harvest Farmers Market, Inc., the City of Hoover, and their Representatives harmless from any claims of property damage and/or bodily injury and/or any loss caused by any member of the public due to the acts or omissions of the participant. There are no other agreements between The Farmer's Market at Brock's Gap, the Brock's Gap Brewing Company, Hueytown Harvest Farmers Market, Inc., the City of Hoover, and the participants, whether written or oral, other than the Rules and Guidelines and application of The Farmer's Market at Brock's Gap.

## **14. Food Safety and Sampling:**

Each vendor must abide by all state and federal regulations that govern the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the market. Regardless of the product, all vendors must meet the health requirements that prevent food-borne illnesses. Only

cooking is permitted within the market area with prior approval.

#### Health and Safety Requirements:

Sampling helps sell products, but to ensure food safety and insect prevention, careful attention needs to be given to health requirements that prevent food-borne illnesses. The following rules for safe sampling must be followed:

- Preparing fruit and vegetable samples requiring cutting or slicing shall be done onsite immediately before consumption.
- No home-prepared food samples shall be served at the market.
- Clean knives and cutting boards must be placed in protective plastic containers, food storage bags, wrapped in plastic wrap, etc.
- Clean equipment must be used to cut products, and in-use items must be stored to protect them from contamination.
- Replace soiled knives, cutting boards, etc., with clean items every two hours. • Use single service items whenever possible.
- Store soiled items in a closed bag or container to avoid attracting insects.
- All fruits and vegetables must be rinsed thoroughly in clean water.
- Products may be rinsed or cleaned before bringing them to the market. The items should be stored in disposable food bags.
- Rinse melons in 200 parts per million chlorine solution before slicing for sampling. • Fruit and vegetable sample servings must always be protected from contamination. • Serving must be done in a manner protecting the sample from any bare hand contact. • Utilize disposable gloves, single service utensils, napkins or tissues, or toothpicks are all adequate methods to avoid handling prepared samples
- Any ice used for cooling must be continuously and properly drained to avoid wrapped items soaking in melted ice water.
- Canned items (i.e., jelly, salsa, etc.) may be opened one jar at a time and sampled with clean disposable utensils.
- Use toothpicks, wax paper, paper sampling cups, or disposable utensils to distribute samples.
- Temperature control must be maintained on items needing refrigeration after opening. • The County Environmentalist may have specific additional requirements depending on the food to be prepared and served, the general location of the event or food concession area, the availability of city water and sewage, and other local considerations. The Rules of the State Board of Health require that a permit to operate a temporary food booth be obtained before any prepared food being sold.

#### **15. Rights Reserved by the Market Manager**

The Market Manager reserves the right to reject a vendor application if, in the Market Manager's judgment, the goods and merchandise are not compatible with the overall market concept or are inappropriate.

**The Market Manager reserves the right to immediately deny a vendor the privilege of selling at the market.** Reasons may include misrepresentation of products, poor quality of products or produce, nonpayment of fees, disorderly conduct or failure to heed the Market Manager's direction. The Market Manager shall have the authority to oversee and enforce the market guidelines. The Market Manager may also exercise Due Process for suspension in accordance with the following criteria: Adequate verbal notification to the specific vendor by the market manager; Written notification to specific vendors provided by the market manager; Written notification of suspension from the market manager based on noncompliance by the vendor to adhere to verbal and written directions; Fees are nonrefundable and will be enforced whether the vendor shows up or not. This includes any early market closing due to inclement weather or unforeseen emergencies. The governing body and its designated agents shall implement and enforce all rules and regulations about a Farmer's Market operation fairly and equitably.

## **16. Vendor Responsibilities**

Vendors are responsible for their sales taxes, licenses, permits, and fees required for operation and will abide by all local, state, and federal laws.

In keeping with an upscale farm theme, vendors are encouraged to make spaces attractive and appealing to buyers.

Each vendor is responsible for keeping his or her own space clean and attractive and staying within his or her designated area. Failure to maintain space upkeep and cleanliness may result in disciplinary action. Upon closing of the market, spaces are to be cleaned and swept by the vendor. Vendors are responsible for bringing their equipment for clean-up.

Vendors must supply their table (6 feet or 8 feet long), sales equipment (including credit card processing), chairs, tablecloths, display racks, display signs, customer bags, and money for change. The use of electricity requires market manager approval.

Vendors must display a price list and a signposting of their name and the location of their farm. Signage is subject to the approval of the Market Manager.

Vendors are restricted from attracting attention to items for sale by outcries in a loud, annoying, rude, or offending manner. Each vendor may set his or her prices. Pricing "parity" is to be maintained among market vendors.

Vendors are restricted from promoting or selling anything related to sex, politics, or race.

Fruits and vegetables may be sold by count, bunch, or dry measurement. If sold by weight, scales must be "legal for trade". An inspection certificate of the scales must be provided to the market manager.

Vendors will occupy and attend assigned space **for the market's entirety, from the opening to its scheduled closing.** A consistently full market is vital to its success and growth. The public expects that the market will end at 1:00 p.m. Only the Market Manager or his representative can close the



market at any time other than scheduled.

Well-behaved pets on leashes are welcome, but the Market manager has the right to ask any ill-mannered pet and an accompanying adult to leave. You must be willing to clean up after your pet.

The vendor's behavior should be upbeat to create an inviting marketplace. Ill-mannered vendors suffer the same fate as ill-mannered furry friends.

### **17. Governing Body**

The Farmer's Market at Brock's Gap is governed by the Board of Directors of Hueytown Harvest Farmers Market, Inc.

I have been given a copy of the market rules. I understand and am willing to abide by them.

Farmer/Vendor Name \_\_\_\_\_

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

Owner/s \_\_\_\_\_ Date \_\_\_\_\_

Owner/s \_\_\_\_\_ Date \_\_\_\_\_

**Please sign and submit to the Market Manager, and keep a copy of the rules for future reference.**