

Wilmot Farmers Market 2023 Vendor Guidelines

*Read these guidelines thoroughly **before** signing and submitting your vendor application. Your signature on the application signifies you have thoroughly reviewed and understand the guidelines and agree to follow them. Keep these guidelines handy for reference throughout the season, most if not all questions that arise regarding the operations of the market are answered within.*

Wilmot Farmers Market = WFM Full Time Vendor = FT, Part Time Vendor = PT

1. General Information

The WFM is committed to creating a diverse marketplace with the emphasis first and foremost on the highest quality, locally grown and produced agricultural products available. The WFM will not be bound to apply a particular set of criteria in every instance and must reserve unconditional discretion to accept or refuse anyone as a WFM Vendor. The Board considers many factors when evaluating Vendor applications and participation.

2. Vendor Information

Farmers, specialty food producers, bakers, artisans, and hot food vendors over age 18 from within the State of New Hampshire who produce the products they intend to sell at the Market are eligible to apply, however application does not guarantee acceptance. Acceptance of an applicant is based on multiple criteria and needs of the Market as determined by the Board at any given time, therefore not all applications may be accepted.

Per order of the Town of Wilmot, there is limited electricity and vendor spaces on the green. Electrical needs will be considered by the board; however, **vendors should assume there will be no electricity available** and plan accordingly.

Full time vendors in good standing from the previous season receive preference for the upcoming season IF their application and fee is not received by the deadline. After the deadline, their space, and product line will be considered "open" and made available for other vendors.

All applicants **MUST** complete an "Application for Membership" to be considered for the Market. **Vendor's signature on the Application constitutes a binding agreement to abide by the policies and rules of the WFM.** An application submitted with payment tells the board that the vendor is committed to vend at the market. Once approved, a vendor's fee will not be refunded. Should a vendor not be accepted, payment will be promptly returned. An application without payment will not be fully acted upon until payment is received. Mail applications to Wilmot Farmers Market, c/o Laura Kilkenny, 4 Powers Road, Danbury NH 03230.

Vendors are required to list on their application all products they wish to sell. **Vendors wishing to add to their items for sale shall submit a written request to the Board.** Vendors shall not sell any item prior to approval. Non-profit organizations (NPO) who participate in the WFM may not sell items already represented by any other FT/PT vendors and all items offered for sale by NPO must be Board approved.

3. Saleable Product Information

The WFM is a "producers' market" meaning all products sold must be grown, raised, or produced BY THE VENDOR within the state of New Hampshire.

Absolutely no re-selling of any item purchased from another source shall be permitted except for individually approved nonprofit organization sales as authorized by the Board (for example Girl Scout cookies, Library tote bags, etc.) Craft/artisan vendors may not sell commercially finished items.

To assure compliance with vendor and product eligibility requirements, the Board reserves the right to conduct an inspection of any vendor's farm or place of production or business at any time to verify a product's origin or vendor's qualification to participate in the Market. No notification is necessary prior to this type of inspection.

Saleable items may include, but are not limited to: agricultural goods such as meats, wool, produce, fruits, berries, plants, cut flowers, syrup, honey, herbs; prepared and specialty foods such as jams, jellies, sauces, salsas, baked goods, "to-go" food such as hot dogs, etc.; hand-crafted items such as pottery, wood products, jewelry, paintings, sculpture, glass crafts, etc., and any other items deemed appropriate by the Board. No live animals may be sold or given away at the Wilmot Farmers' Market.

4. Product & Vendor Selection Criteria

The Board makes all reasonable efforts to maintain the following percentages of types of vendors at the WFM with AGRICULTURAL products taking priority:

70% **“Agricultural” vendors** who sell only products they grow/raise themselves, or those that sell items made from products or ingredients *they grow/ raise themselves* (ex. Wool, herbal teas, etc.) **AND “Prepared Food Vendors”** who sell items they produce themselves such as baked goods, jams/jellies, and processed foods made from ingredients *they do not grow/raise themselves*.

20% **“Craft” vendors** who must offer for sale a product that is substantially made or crafted by hand. Selling of commercially finished products is forbidden. The criteria used to determine if a product is handcrafted include a) the starting materials must be significantly altered or enhanced by the craftsperson, and b) the handcrafted components must functionally and/or aesthetically dominate any non-handcrafted (commercial) components.

10% **“Non-profit Organizations” shall** have a mission related to farming, gardening, conservation, community, education, youth and/or nutrition, when space permits *at the sole discretion of the Board*. (Due to IRS and other regulations regarding our own non-profit status, politically affiliated and/or lobbying groups are ineligible to participate)

To maintain variety in the Market, the Board may limit the amount and types of products allowed for sale therefore duplicate products may be denied entry and/or not all products on your application will be accepted. Specialty items, unique goods/foods, and crafts may be limited to one vendor a season to assure variety in the Market. When filling vendor spots, the following criteria would be followed:

- Agricultural/farming vendors have priority over all other categories; then prepared food vendors over craft/nonprofit vendors.
- Vendors willing to commit to being a full season vendor are given preference over those vendors seeking to be part-time vendors.
- Applications from previous season vendors in good standing are given preference over new vendor applications.
- The WFM will also give preference to vendors of products that are unique, unusual and/or not already represented in the Market.

Part-time vendors are accepted for any open spaces available each week. Applications from vendors not admitted due to space or product limitations will be kept on a waiting list to fill in whenever possible.

All persons interested in vending **SHALL BE JURIED IN AND MAY BE ASKED TO SUBMIT PHOTOS OF THEIR PRODUCTS/DISPLAY BEFORE THEIR APPLICATION IS APPROVED.**

5. Attendance and Display Policy

Full time vendors agree to miss no more than **4 weeks** out of the entire scheduled season.

Each FT or PT space is 10' x 10' (non-profit space varies as available) and vendors shall be limited to one space per season unless otherwise approved by the board. Vendors shall keep their products and entire display within their allotted space. **No boxes or displays shall extend into common and/or customer traffic areas nor impede customer traffic, encroach into foot traffic paths, or encroach upon, disrupt, or interfere with any other vendor's space, display, or ability to conduct business.** Stands and displays are to be always kept hazard free and attractive. The vendor's business name shall be displayed. An easel or sign listing and/or advertising your products may be outside the space however that item **must be attached** to your tent leg.

The Wilmot Farmers' Market has an “open rain or shine” policy heavily publicized in all advertising and emphasized in our Market Guidelines. Vendors are required to participate regardless of weather conditions.

Part time vendor placement may change on a weekly basis during the season. Full time vendor placement is consistent throughout the season. While the board endeavors to maintain the same full time vendor placement during each season, spaces will change from year to year. Non-profit participants are placed where space permits.

If you are unable to attend a market you must notify the Vendor Contact as far ahead as possible. Failure to notify WFM is an unscheduled absence and a violation of Guidelines.

Vendors must abide by any Covid Guidelines that are established to keep customers and vendors safe. Vendors must display their products for sale on easy to sanitize tables with or without tablecloths or on other suitable display

fixtures which keeps items up off the ground. Exceptions may be granted by the Board for items such as plants and exceptionally large items.

The Market reserves the right to require any vendor to remove or change any display that appears hazardous, unsanitary, or does not conform to the Market requirements for displays.

6. Hours/Days of Operation

The market operates the third or fourth Saturday of June, through the end of September. Actual dates are determined for each season by the Board of Directors. Hours of operation are 9:00 a.m. to Noon.

Vendors are required to be at the market on time, set up and ready to sell by the 9 A.M. opening bell. Vendors should discourage sales before the opening bell however good judgement is allowed as well as breakfast/coffee sales to other vendors.

Displays and canopies must remain set up until the Noon closing bell, even if you sell everything you bring. Early tear-down (any time before the closing bell) is prohibited except in case of emergency or special exception pre-authorized by Management.

After the closing bell, vendors shall begin packing up to leave the market site but may continue to sell as they load. Tear-down shall be done in a timely manner and the green shall be vacated by 1 pm.

7. Set-up/Tear-down & Parking

For reasons of safety, **NO** vendor vehicles should enter the **inside section** of the green at any time. Set-up and Tear-down should **only** be from the outside or back area of your tent space.

Vendors may setup after 8 A.M. and before 9 A.M. Vendor vehicles *must* be moved from the green prior to 9 A.M. Vendors shall park in designated vendor parking areas only.

Vendors may drive back onto the town green after the noon closing for tear-down and loading. NOTE: Vehicles shall not be brought back onto the green or parked in ANY customer parking spots (along the road, town office parking lot, etc.) prior to the closing bell.

Canopies shall be securely and sufficiently anchored to the ground at every market regardless of weather conditions. Lines or supports should not extend into another vendor's space or customer traffic areas. The Market is not responsible for damages to vendor property or products due to the weather conditions.

8. Guidelines Violation Policy

The first instance of non-compliance by a vendor of any Market rules, Guidelines or By-Laws shall result in a written warning issued by the Board. A second instance, whether for the same violation or another, shall result in termination of the vendor's Membership and selling privileges by the Board. Termination shall not relieve a Vendor of unpaid fees or other charges previously accrued. NO REFUND of any fees paid will be granted.

9. Vendor Responsibilities

Vendors are responsible for ensuring they and their representatives are familiar with all Market rules, regulations, guidelines and By- Laws and are expected to fully comply with all of them.

Each vendor is responsible for complying with the New Hampshire Department of Agriculture regulations pertaining to items sold at the market; vendors selling by weight are expected to use certified scales; this is the responsibility of the vendor.

Processed food such as jam, jelly, preserves or baked goods must conform to the NH Labeling Laws and Sanitary Code.

The Market is not intended for unloading of produce at below market prices and produce must be priced in line with other vendors (refer to NH Weekly Market Bulletin as a guide). **All prices should be clearly marked or posted.** Deliberate and significant undercutting of a competitor's pricing to gain market advantage is prohibited.

Vendors shall conduct themselves in a manner that is courteous to other vendors, Market personnel and the public. Behavior that is threatening, abusive, obscene, or harassing shall constitute a violation of Market rules and result in

immediate termination of membership and removal from the grounds. Committing a criminal act at the Market is grounds for immediate expulsion and vendor will be permanently barred from future participation in the Market.

Vendors whose products generate waste (example: food vendors and those providing samples) **must** provide a trash receptacle at their booth for customer use. All vendors are responsible for their own trash removal at the end of the day and shall clean up all litter, toothpicks, and organic debris before leaving the grounds.

There is a no-smoking policy for vendors and their parties within their displays and on Market grounds.

All vendors shall carry their own liability and product liability insurance.

10. Grievances/Product Legitimacy Challenge Process

Vendor/Customer Conflicts: Any conflict, or potential conflict, which may arise between a vendor and a customer must be brought to the attention of the on-site contact person for resolution; should further action be needed, it shall be given to the Board of Directors for resolution.

General: Vendors are urged to inform the on-site contact if they witness a violation of Market rules and guidelines. Grievances regarding day-to-day operations of the Market should be directed to the Board in a timely manner not disruptive to the Market at the end of the market day unless the violation is a matter of health or safety. The Board shall investigate to determine if a violation has occurred and follow-up appropriately in accordance with market rules.

Product Violations: Complaints of a suspected violation of the producer-only rule regarding the origination or legitimacy of produce, product, or goods, require the complaining party submit a completed WFM Product Challenge Form to the Board in a timely manner. The identity of the vendor questioning the product shall be kept confidential.

Resolution of matters of this nature is the responsibility of the Board who may notify the subject of the issue and confer with farmers, vendors, and others, if necessary, to determine what level of investigation is called for which may include a site visit to the farm or vendor's place of production and review of methods. If the Vendor refuses to allow such an inspection, the Vendor's selling privileges and Market membership will be immediately terminated. Inspections will be conducted by at least one Board member.

If the Board determines that a product does not violate the rules, no further action will be taken.

If the Board determines that a product does violate the rules, the vendor must immediately cease sales of the product, or products, in violation. Failure or refusal to do so will result in the loss of all selling privileges for the remainder of the season effective immediately. The vendor will not be eligible to reapply to vend at the Market until the following season and then participation will be at the sole discretion of the Board. No refund of fees paid will occur.

11. Right to Appeal.

Any Vendor who has vending and membership rights terminated as a result of an investigation of product legitimacy may appeal the determination.

1.) Vendor shall have seven (7) days from the date of receipt of the written determination to file a written appeal and deliver it to the Board via the Market's PO Box. The Vendor shall include evidence to support the appeal along with this request.

2.) The WFM Board will review the appeal within seven (7) days of the Market's receipt of the Vendor's appeal request.

3.) If the determination is reversed on appeal, the vendor's membership and vending privileges will be immediately restored.

4.) The Board's decision upon review of the appeal shall be final and binding. In no event shall any person be entitled to recover damages from the Market for being denied vending privileges based on a good faith enforcement of the Market's rules.

Wilmot Farmers Market Product Challenge Form

In circumstances concerning a complaint against any vendor by another vendor regarding the origination/legitimacy of their produce, product, or goods, the complaining vendor shall complete this form and submit it in a timely fashion directly to the Market Board. The identity of the complaint will not be revealed.

Name of Vendor with product/products you are challenging:

Specific product/products about which you are concerned:

Date of Market when product was sold: _____

State the specifics of the complaint. Provide any evidence that supports your challenge.

Your Name: _____

Address: _____

Phone: _____

Signature: _____

Date Signed: _____

Market Board review and results: