**VENDOR HANDBOOK**

**RULES, REGULATION & SIGNUP**



**Update: August 2022**

Complying with the rules makes you a “vendor in good standing.” Actions and behavior that result in non-compliance with market rules will result in a range of consequences, including warning, fines, probation, and suspension. We appreciate your cooperation!

If you have any questions about any of the information in this handbook, please contact Cassie at Cassie@LasCrucesFairFarmers.com. To challenge a rule or policy in this handbook, please submit a Vendor Concern Corm for consideration.

**Requirements for Acceptance\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The following are requirements for all vendors who participate with FFM. FFM reserves the right to deny any vendor application, prohibit anyone from selling at the market, and/or prohibit any product from being sold at the market.

**Application and Agreement**

* All prospective vendors must complete a FFM vendor application and agreement.
* All prospective vendors must read the entire vendor handbook each season to ensure a full understanding of FFM policies and updated materials.
* A onetime, nonrefundable, application fee is $25. This fee is due with the submission of the application. An application will not be read without the fee and application does not guarantee acceptance. If denied, you will need to submit a new application plus an additional $25 application fee. Please make sure you have all information required before turning in application.
* A yearly membership fee of $25 is due upon application acceptance and once every year.
* If a vendor leaves, does not pay membership, or is removed from market, they will need to resubmit an application and go through the process again.

**Product Declarations, Additions, and Jurying.**

* Before selling any products, vendors must have approval from FFM management.
	+ Vendors are required to submit a complete list of all products they wish to sell at the time of application to FFM in addition to a completed Ingredient Sourcing Form listing each value-added item and the name of the farm, business, or company from which each ingredient is purchased.
	+ In order to add products to the original approved list, a vendor must submit proposed additions to FFM in writing and add the products to their application. Requested product additions must be submitted a minimum of two weeks before the vendor wishes to sell the product(s) at market.
* Non-farm vendors must source at least 15% of raw ingredients from local farms. Products and raw ingredients that can be grown in New Mexico are expected to be sourced directly from a local farm.
* Non-farm vendors cannot use co-packers. In limited circumstances, products processed by a second party or a co-packer may be approved on a case-by-case basis.
* The following specific information must be included on packaged, processed foods:
	+ Business name
	+ Product name
	+ Name and address of the producer or distributor.
	+ Weight of product.

**Documentation and Insurance Requirements**

* Upon acceptance to markets, all vendors must provide FFM with a copy of:
* Certificate of Liability Insurance naming FFM as an additional insured party with $1,000,000. Coverage per occurrence.
	+ FFM is not responsible for any loss or damage incurred by vendors.
* Organic certification (if applicable)
* Ingredient sourcing information for value-added products
	+ FFM verifies submitted sourcing
* All relevant licensing and 3rd party certifications to verify claims must be available up request at market.

**Farm Visit**

* All farmers are subject to a farm visit by FFM staff or FFM representatives.

**New Vendor Orientation**

* All new vendors are required to attend a vendor orientation prior to their first market date. This meeting is generally done via Zoom/Skype

**Identification & Signage Requirements**

* Each booth space must prominently display a sign clearly identifying the farm or business name. for a 10x10 booth, a requirement of 3 feet wide and 2 feet high with 3inch lettering is required. Signs must be posted by the opening bell of the market day and remain posted until the market closes. All descriptions of products must be accurate and truthful.
* The content of any signage in a vendors’ booth is limited to information that is relevant to products or the business. Signs that are political in nature, promote other businesses or otherwise are irrelevant to the products of business must be submitted to market management for approval.
* All items for sale must be clearly marked with the retail price. Prices may be posted on the product with an individual sign or posted as a list of prices on a large sign or board. Product prices must be readable to least 6 feet from the booth.
* FFM does not allow declarations regarding pesticide or chemical use that cannot be certified (e.g., “unsprayed,” “no spray,” “sustainably grown” and “pesticide-free”). This includes written and verbal declarations.
* Vendors are required to produce the written statement about production methods for any consumer who requests it and should have copies of the statement available in their stall.
* All meat and dairy products must be labeled as processed food products in accordance with state and federal requirements.
* All certified organic vendors must:
	+ Provide FFM with copies of organic verification prior to the start of their market season.
	+ Keep a copy of certifying documentation in vendor stall while at market.
	+ Sign a FFM affidavit showing sales under $5,000 for any vendor seeing exemption and exclusion from organic certification. (See National Organic Standards: Subpart B, applicability subsection 205.101, Exemptions.)

**Shared Space at the Market\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Businesses are permitted to share market space and resources in some preapproved cases. Each shared booth member is required to have their own liability insurance and submit a separate application.

Signage at the market must comply with market standards and include both business names, locations, products of each shared booth member. Signage requirements are covered in the prior section.

To be considered, interested vendors should submit a written request with a copy of partnership agreement. All requests will be reviewed and approved at FFM discretion.

* Relevant partnerships include:
	+ Geographical proximity between farms
	+ Value added vendors primarily using the farm partner’s raw ingredients
	+ Businesses that connect socially, economically, philosophically, or practically.

**Hemp/CBD Products\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fair Farmers Market’s (FFM) Rules** for admission of hemp-based products are based on New Mexico Law and the markets interest in supporting New Mexico Growers.

New Mexico Environmental Department required registration of all industrial hemp growers & handlers. FFM requires registrations to be verified before the products can be sold at market. FFM will accept Hemp/CBD products ONLY derived from registered New Mexico growers.

FFM only accepts CBD products that are grown and produced by farmers in New Mexico. We welcome all types of farm-direct hemp products from fried buds to tinctures, lotions and edibles. FFM requires that products are labeled or included information on all ingredients including hemp testing results for pesticides, solvents and potency.

**Shopping Bag Restrictions and Sales\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The city of Las Cruces, NM does not allow the use of plastic non-reusable bags. These bags are also known as T-shirt bags, or grocery bags. Vendors are allowed to use recycled paper bags, reusable plastic bags (deemed reusable by the State of New Mexico).

For more information about the plastic bag ban can be found at
<https://www.las-cruces.org/2518/Bring-Your-Bag>

**Gross Sales Reporting\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

FFM requires all vendors to be in Good Standing with taxes and requires proof of this at the end of every fiscal year. Vendors who do not report will not be allowed at market or to return to market (if they stopped reporting after being signed onto the market). Vendors who are not in good standing are required to become in good standing before they can return to FFM. An email will be sent out to all vendors are the end of the fiscal year requesting a ‘good standing’ copy of their gross sales taxes.

**Limits on Market Participation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Multiple Businesses –** A vendor who may be involved in more than one business entity is limited to selling at the market as only one of those business entities. Exceptions may be made on a case-by-case basis.

**Approval of selling privileges -** FFM’s approval of selling privileges regarding specific products is always for a specified period and never exceeds one market season.

**Category overlap -** Vendors whose products or practices place them in more than one category are subject to all requirements for both product categories.

**Exclusivity with products –** FFM does not extend exclusive rights to anyone one vendor to sell any one product. However, if FFM believes the number of vendors offering similar products is excessive, duplicate products may be denied entry. Exceptions to product approval are made on a case-by-case basis and are time sensitive.

**Reselling –** Buying products from another farmer, wholesaler, store, marker crafter, overseas, or other food operation and then selling those products is prohibited at FFM markets, except as outlined under the product representative guidelines. A vendor participating in selling items that do not follow the rules and regulations of the FFM will receive one verbal warning at market (this will then be sent to your address on file within one week of the incident). Second attempted sale of “buy/sell” will remove the vendor from the market where they will not be allows to vend at the FFM in the future. All booth space fees, annual fees, paid will be forfeited and not returned.

**Selling of business or Transfer of booth space –** Vendors may not sublet or load stall space to others. If a vendor sells their business, stall space does not transfer to the new business owner. The new owner must submit an application for review and meet all other criteria for acceptance. FFM does not guarantee acceptance.

**Vendor merchandise and swag –** Vendors may not sell merchandise at their booth such as t-shirts, stickers, hats, etc. Vendors may sell a branded, reusable tote bag for $5 or less.

**Setting up booth space –** Displaying or storing products outside of your assigned space is prohibited. All items must be contained in assigned space. This includes, but not limited to; Umbrellas, seating for vendors, fans, display racks, produce, awnings, flags, signs, or other visuals which extend beyond a vendor’s space.

**Homeless and panhandling –** if you witness panhandling, please report it to market management. The homeless are allowed to be at the market just like anyone else and can be some of our best customers! However, if you witness one becoming aggressive, threatening customers, or if you feel like you are in danger or are uncomfortable with an individual (homeless, customer, or another vendor), please do not approach the individual and contact management immediately.

**Selling illegal items and drug usage -** Consumption or sale of alcohol and/or controlled substances: Heroin, lysergic acid diethylamide (LSD), marijuana (this included medical. Public consumption of marijuana is not legal.), 3,4-methylenedioxymethamphetamine (ecstasy), methaqualone, and peyote. A vendor will not be allowed to return to market and legal action may be taken depending on the severity of the issue. Selling illegal items: drugs, products you do not have a license for (e.g., produce vendor selling goat cheese without having a registered facility to make the cheese/milk), hot food, stollen items, etc., will result in immediate dismissal of the vendor from the market where they will not be allowed to vend at the FFM in the future. Legal action may be taken depending on the items being sold and the severity of the issue.

**Music –** The use of radios, boomboxes, loudspeaker, bull horns, Bluetooth devices, etc. are not allowed to be used at market. Carnival barking, calling out to passers by to attract their attention is prohibited.

**Live animals –** selling or giving away live animals as pets, food, etc., for cash, exchange in goods, free, etc. is prohibited. Exceptions to this rule are made with guest vendors such as ASPCA, Greyhound rescue, etc., and are made on a case-by-case basis.

**Generators –** Not all locations the market is at will have electricity. FFM knows that this can be an issue for some vendors who would like to have a fan or a way to cool their product (cheese, milk, dairy, flowers, etc.) however, the use of generators, refrigerated air, or misters is not allowed.

**Attendance, Cancellations & Stall Assignments\_\_\_\_\_\_\_\_\_\_\_\_\_**

Once approve, vendors are obligated to attend and pay for all scheduled market days. Exceptions may be made on a case-by-case basis for seasonal delays for farmers.

* Attendance tracking begins with the first scheduled market day.
* Vendors who must cancel a market date are asked to notify FFM 24 hours in advance. Notice must be given by directly contacting the appropriate market manager or by emailing the FFM office: Cassie@LasCrucesFairFarmers.com

**Compliance with the Americans with Disabilities Act (ADA)\_\_\_**

* ADA regulations require customer service counters to be a maximum of 36’’ high from the ground, a minimum of 27’’ clear underneath, and a minimum of 36’’ long. Food and beverage service counter must be a maximum of 34’’ high from the ground.
* In addition, vendors should offer assistance in their booths to disabled customers whenever needed

**Ethical Business Conduct\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Businesses that participate at FFM markets are expected to conduct themselves, both at and away from markets, in a manner that contributes to the success and integrity of the markets. We reserve the right to terminate our agreement with any business that conducts themselves in a way that undermines the reputation of our markets. This conduct includes but is not limited to bias incidences/crimes, egregious, dishonest, discriminatory, demeaning, degrading or illegal activity particularly regarding employment and environmental practices.

**Harassment and Workplace Violence Prohibited\_\_\_\_\_\_\_\_\_\_\_\_**

Vendors are expected to treat other in the market in a civil and respectful manner and my not treat any person in a manner that is demeaning, rough, menacing, vulgar, profane, or abusive, or in a manner that involves discrimination or harassment based on race, ethnicity, gender, sexual orientation, age, disability or national origin.

The safety and well-being of FFM employees, customers, volunteers, vendors and visitors is of utmost importance. Harassment, threatening behavior, acts of violence, hate speech and discriminatory actions at FFM markets, office or by electronic means will not be tolerated.

Sexual harassment is a form of harassment that FFM does not tolerate. We choose to follow this definition according to the US Equal Employment Opportunity Commission:

It is unlawful to harass a person (an applicant or employee) because of that person’s sex. Harassment can include “Sexual harassment” or unwelcome sexual advances, requests for sexual factors, and other verbal or physical harassment of a sexual nature.

Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person’s sex. For example, it is illegal to harass a woman by making offensive comments about woman in general.

*Both victim and the harasser can be either a woman or a man, and the victim and harasser can the same sex.*

*Although the law doesn’t prohibit simple teasing, offhand comments, or isolated incidents that are not very serious, harassment is illegal when it is so frequent or severe that it creates a hostile or offensive work environment or when it results in an adverse employment decision (such as the victim being fired or demoted).*

*The harasser can be the victim’s supervisor, a supervisor in another area, a co-worker, or someone is not an employee of the employer, such as a client or customer.*

Any person who engages in this behavior shall be removed from the premises as quickly as safety permits and banned from FFM premises pending the outcome of an investigation.

Subsequent to the investigation, FFM will respond appropriately. This response may include, bust is not limited to, suspension and/or termination of any business relationship, permanent eviction of any person or persons and/or the pursuit of criminal prosecution of the person or persons involved.

**If you experience or witness harassment or workplace violence at the market or other FFM designated locations, please notify market management as quickly as possible so the matter can be addressed. Management will use discretion and protect the victim’s identity to the best of our ability.**

**Vendor and Product Categories**

**Vendor Categories\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

A **vendor** is an owner/operator of a business entity approved to sell at the market, by market management. A vendor may not operate under a franchise agreement. A vendor may not share stall spaces with other entities without prior approval.

Different categories of vendors at the market fall under **farmer** and **non-farmer:**

***Farmer –*** Those actively involved and invested in the planting, growing and harvesting of agricultural products on owned, rented, leased, foraged or shared-cropped land. This includes growers, ranchers, dairypersons, fishers, foragers, etc. If a farmer leased land, they must provide FFM with a copy of the signed lease agreement(s) upon request. Farmer category also includes vendors who sell processed food products made from a majority (51%) of their own farms’ products.

***Non-Farmer –*** Those who are actively involved and invested in the processing of product sold at the market. Non-farmer vendors may sell processed foods, value-added foods, baked goods, etc. Non-farmer vendors must provide FFM with all applicable copied of licenses as appropriate to their product. Vendors are responsible for knowing and acquiring all necessary licenses.

* **Food Artisan:** Those who sell processes or value-added foods such as condiments, jams, curds. These vendors do not grow/raise/catch/gather the ingredients in their products. This category may also be appropriate for farmers who sell value-added foods that are not made from a majority of ingredients that they grow/raise/catch/gather.
* **Bakery/confectionary:** Those who bake/create breads, pastries, and desserts and do not grow/raise/catch/gather the ingredients in their product(s). This category may also be appropriate for farmers who sell goods that are not made from a majority of ingredients that they grow/raise/catch/gather.
* **Alcohol:** Those who distill or craft wine, beer, cider, spirits. These vendors must have a Special Event License to be able to sell at a farmers’ market.
* **Legacy Vendor:** A legacy Vendor has previously participated with Fair Farmers Market as a food artisan, farmer, or other vendor. Legacy vendors have roots with the community and our farmers market but no longer adhere to one or more FFM’s policies. The owners continue to be involved in the operation of the business and are accessible to FFMs
* **Product Representative:** This type of vendor sells particular types of products not otherwise available to the market and is only admitted to sell on occasion. These vendors are subject to strict guidelines and selling dates. Product representatives’ booths may be separate from the general traffic flow and limited to one area of the market. Items that directly compete with regular market vendor’s products are not allowed.
Product representatives’ products must meet strict criteria and align with the emission of FFM. All products are strictly at FFM’s discretion. Product representative is defined as either
	+ An individual who does not grow, raise, process, or gather the product they sell.
	+ An individual who produces and sells items featuring non-local ingredients such as chocolate.
* **Crafter:** those who sell product that is nonedible being soap, candles, forged cutlery, fine art paintings, blow glass, etc. Fair Farmers Market consists of no more that 20% craft vendors. A wait list will be made if needed.

**Product Categories\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Farm products** are grown or raised by the farmer upon land that they control through ownership, lease, rental or other legal agreement. These products are fresh fruits and vegetables, nuts, honey, eggs, mushrooms, herbs, meat and dairy products.

**Value-added farm products** are farm products made from raw ingredients, all of which are grown and produced by the farmer. These products include all farm products that must in some way be processed *including cheese, dairy, meats, viticulture, dried fruits and vegetables, juices, jam or other processed agricultural and livestock food products.*

Some processed farm products are not processed by the farmer but are processed products which the vendor made from raw ingredients purchased from a local farmer which have been cooked, canned, fried, baked, preserved or otherwise significantly treated. FFM recognizes the distinction between processed farm products grown and prepared by the farmer and those that have purchased raw ingredients and then processed.

**Alcohol** Includes beer, wine, cider and spirits

**Fish, Seafood and Salmon** products are sea foods raised or caught by the producer in New Mexico waters. Salmond and Value-Added salmon products made from farm salmon are prohibited at the market.

**Nursery products** are plants grown or raised by the farmer upon land that they control through ownership, lease, rental or other legal agreement. Nursery products are fresh cut or potted flowers, bedding plants, seeds, perennials, annuals, trees, shrubs that are propagated from seed, cuttings, bulbs, plugs or plant divisions. Nursery product vendor may require a nursery license. Dried flowers and wreaths may be sold during the “shoulder and winter seasons” from October-April and must be made by materials grown or gathered by the vendor.

**Wild-crafted or forged** products such as mushrooms and wild berried which are gathered from public or private land by the vendor. These items are not allowed at market.

**Processed non-food agricultural products** are agricultural by-products of products that the vendor has grown/produced that are not edible, have been altered from their raw state, and are handcrafted or processed at the farm by the vendor (i.e., chili wreaths). These agriculture by-products may be allowed when the vendor also sells the associated agricultural food product from which these by-products are derived (e.g., honey vendor may sell a beeswax candle; a milk vendor may sell a milk-soap).

**Processed food and confectionary** are items that are made with local ingredients that contain 25% local ingredients purchased directly from local farmers in New Mexico.

**Fees and Payment Procedures**

The following section addresses the fee structure for different sizes of booths by market and by vendor type. Payment options, methods and policies addressing cancellations are also covered here.

**Stall Fee Chart\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |
| --- |
| **Plaza de Las Cruces – Sunday** |
| **Vendor Type** | **10x10** | **10x20** | **Corner 10x10** | **Corner 10x20** |
| **Farmer** | **$30** | **$60** | **$50** | **$80** |
| **Food Artisan** | **$30** | **$60** | **$50** | **$80** |
| **Bakery/Confectionary** | **$30** | **$60** | **$50** | **$80** |
| **Alcohol** | **$30** | **$60** | **$50** | **$80** |
| **Product Rep** | **$30** | **$60** | **$50** | **$80** |
| **Craft** | **$30** | **$60** | **$50** | **$80** |

**Definitions\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* **Vendor Stall:** Selling space rented and assigned to vendors in increments of 10’x10’, unless otherwise noted
* **Multiple Stalls:** Two or more contiguous 10’x10’ vendor stalls. A limited number of multiple stalls are available. Fees for multiple stalls are doubled.
* **Corner Stall:** Vendor stall located on a corner where vendor has two selling sides.

**Other Fees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Application Fee**

Due to the level at attention required to process and verify information presented in vendor applications, a non-refundable $45 fee must accompany all applications for all vendors. FFM must receive this fee prior to reviewing an application.

**Late Payment Fees**

* A late payment fee of $25 will be charged 14 days after the date of an invoice is issues and every 7 days for two weeks until payment is received.
* Vendors with invoices over 30 days past due are subject to suspension from markets until the invoice(s) are paid in full.
* Vendors will unpaid fees due at the end of the season will not be allowed to return the following year.

**Check Policy**

Checks or card transactions returned for insufficient funds will be charged a $50 fee. Vendor will not be able to attend the market until the matter is resolved.

**Market Logistics**

**Electricity\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Any electrical equipment must be pre-approved by FFM. Access to electricity is not guaranteed and is provided at FFM discretion. Vendors approved to use electrical power are responsible for providing this own **outdoor extension cords and marts to cover all portions of the cord.**
* Use of generators is not permitted during market hours.

**Trash Disposal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* All trash generated by vendors must be removed at the end of the day for off-site disposal.
* **On-site trash receptacles are for customer use only.**
* Before leaving the market, all vendors are required to check their spot to make sure the area is clean and free of debris.

**Pets in the Market\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Pets are not allowed within vendor booths at any FFM unless otherwise noted with Americans with Disability Act, are leashed, and **always have their vest on.**

Service animals are welcome at all FFM markets. Additional information about requirements for service animals available at
<https://www.ada.gov/service_animals_2010.htm>

All FFM locations are open to pets, provided the following:

* Animals are to be kept on leash.
* Animals are always kept under control and by the owner’s side.
* Dogs are to be friendly with other dogs and people.
* Owners are considerate of those who do not wish to be in contact with dogs or other animals.
* Owners must clean up after pets.

**Safety at Market**

All vendors and at-market employees are responsible for reading and understanding FFM’s rules regarding safety and licensing requirements. This includes federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of products.

**Basic booth safety and set up\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Booth canopies and tables
	+ Vendors must supply their own booth covering and tables. Booths and tables must not be a hazard to the public or other vendors.
	+ Vendors with baked goods, ready-to-eat, items, confectionary, etc, are required to have a full canopy covering for the booth. An umbrella is satisfactory is it if sufficiently weighed and cover the entire table area/product.
* Weights
	+ All canopies, umbrellas and other booth covering are required to have weights securely attached to each leg, no matter the predicted, perceived or actual weather
	+ Vendors are responsible for ensuring that canopies are adequately weighted during inclement weather.
	+ Weights must be 20 pounds and secured to each leg of the tent leg of the tent(this can be sand bags, weights, concrete, etc.).
* Trip Hazards
	+ Vendors are responsible for ensuring that booth set-up, equipment, back-stock and all products do not pose safety hazards to anyone on premises. This includes the general public, other vendors, market staff, etc.
* Fire extinguishers
	+ Vendors with propane operated equipment in their booths are required to have a suitable fire extinguisher according to the City of Las Cruces Fire & Rescue.

**Food Safety\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* See New Mexico Environmental Department requirements for Food Safety relevant to your products
* Fresh fruits and vegetables may be displayed in open air, but they must be stored off the ground by six inches. Pumpkins and large squash are the only exceptions to this rule.
* Potentially hazardous perishable foods stored, displayed and offered for sale must be packaged and refrigerated and held out of the Danger Zone. Vendors are required to have a calibrated thermometer on-site to gauge and demonstrate temperature.
* **Food vendors, under New Mexico law, must hold a Food Handlers certificate/card, for every person working with food. This must be kept up-to-date and on file with FFM.**

**Sampling\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Sample may not sit out for customers to grab and must be distributed to shoppers individually.
* All sampling must be contained within the vendor booth.
* Vendors who sell or sample a product that produces trash must have a trash receptacle accessible to customers. Vendors must pack out their own trash from market. See section on Trash disposal earlier in this section.
* FFM encourages sampling practices that minimize and eliminate waste whenever possible. Examples of this include sampling on an edible “vehicle” (using a toothpick); using environmentally low-impact disposables (wooden popsicle sticks for jam samples)
* We strong discourage the use of single use plastic
* *FFM reserves the right to modify the above sampling guidelines.*

**Crisis Management and Emergencies at Market\_\_\_\_\_\_\_\_\_\_\_\_**

Fair Farmers Market has a crisis management plan of each market. This plan is continually updated and is available to vendors and staff. Additionally, members of the market management team are trained in first aid and CPR. Please report all potential emergencies or safety threats to on-site market staff immediately.

**Weather & Safety Related Market Cancellations\_\_\_\_\_\_\_\_\_\_\_\_**

FFM’s markets are open-air events and out policy is not to close markets unless we determine that it will be hazardous for attendees or are required to do so by the City of Las Cruces. Because conditions change regularly, FFM is unlikely to close a market in advance.

* We rely on the guidance from various sources to make the best decision for the safety of vendors and shoppers.
* We will operate a market if farmers and vendors are able to attend, and we are not acting reckless by attracting shoppers to the space.
* FFM does require a 24hr notice for cancellations due to unsafe conditions. This includes conditions that are deemed unsafe for harvest/production and travel to/from market.
* FFM will communicate market closures to all affected vendors and will not charge any stall fees for the day.

**Theft at Market**

Farmers markets are bustling public places that create a prime environment for theft of goods or money. While it may be impossible to prevent losses entirely, there are some basic precautions to minimize loss. Firstly, if you see any suspicious behavior, please contact the market management immediately. If you are alone at your booth and do not feel comfortable stepping away, please ask a market neighbor to assist you in alerting management or reach out by phone (emergency contact cards are distributed at market).

**Secure Booth Set Up\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Consider any blind sports in your booth setup and rearrange your layout so that you can easily see products.
* If you use a cash box or have a tip jar, FFM recommends that you secure them to your booth with a reinforced metal tether, so they are not easily taken.

**Minimize Opportunity\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* If you need to leave your booth for any reason:
	+ Ask a neighboring vendor or a market representative to watch your booth.
	+ If you are required to leave your booth unattended, be sure to take all of your cash, electronics, and valuables with you
	+ Do not leave any valuables in your vehicle
	+ Keep large bills in your wallet, money belt, or fanny pack instead of your cash box
	+ Regularly empty your tip jars.

**Do Not Pursue a Thief\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

We understand how damaging and hurtful theft of money or product can be to a vendor. But we also believe that keeping ourselves and out vendors physically safe is paramount to all other losses. Under no circumstances do we encourage chasing a thief. It is impossible to determine what will happen if a thief is apprehended and we do not believe that the risks associated with confronting a thief are worth any amount of money. Please alert management immediately if there has been a theft in market so we can address the issue and reduce future loss.

**Vendor Conduct and Compliance**

This section highlights FFM policies that have been implemented to create a safe environment for all vendors and the public. It is not intended to be an exhaustive list but highlights the polices most relevant to the vendors and to on-site issues.

**Fair and Honorable Marketing Practices\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Vendors are discouraged from giving produce or other items away for free or at below-cost pricing, thus undercutting potential sales for other vendors. This does not include sampling.
* All items for sale must be clearly marked with the retail price. Prices may be posted on the product with an individual sign or posted as a list of prices on a large sign or board.
* Vendors are not permitted to use the following techniques while at the market: hawing, calling attention to products in a loud, repetitive public manner or selling products in an aggressive way.
* All sampling must be contained within the vendor booth space.
* Vendors must accept US currency and other applicable market currencies.

**Unloading, Loading & Vehicle Etiquette\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Vendors are expected to unload all of their supplies and products to their designated space, park vehicles, and then return to unpack products and set up the booth space. The reverse should be true for load-out. Unloading and booth set-up is not permitted until time specified for each market.
* Vendors who do not have a confirmed stall assignment should speak with market staff before entering the market.
* For the safety of customers and vendors, vendor vehicles must be removed from the market 30 minutes prior to opening and are not allowed in the markets for tear-down before specified times.
* Late arrivals must load-in from the perimeter of the market.
* Prohibited driving behaviors include driving on the sidewalk, driving into market before specified load-in time, reckless driving, not following city parking codes, and blocking traffic while waiting to drive into the market for loading or unloading.
* Maximum speed within the market is a strict 5mph.

**Stall Assignment and Appearance\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Stall spaces are assigned to vendors by FFM staff. Vendors with their stall assignments may occupy their spaces upon arrival. Reserved spaces not occupied 30 minutes prior to opening may be reassigned to another vendor.
* Booth disassembly (specifically a vendor’s tent, tent weights, and business banners) is not permitted until the market closes, unless you have sold all of your product. You may then quietly break down your booth and walk off. No drive on will be allowed before designated time.
* Vendors are responsible for keeping their space clean and attractive during market hours.
* Vendors must clean up their stall space after the market closes, including sweeping up any debris and removing all trash.
* No part of a booth set up may extend into the common customer traffic areas.
* Signages including product prices, vendor identification and organic certification my be clear and visible.

**Courtesy and Customer Service\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* While at the market, vendors are expected to conduct themselves professionally at all times, behaving courteously toward market staff, customers, other vendors, volunteers, as well as out neighbors or any persons who are present within out markets. We provide an important space for our communities, and we want to create a safer space for all people.
* Vendors are not permitted to play radios or use other sound-generating electronics during market hours.
* Vendors may not disparage other vendors, products or markets.
* Customer questions regarding farming practices should be answered factually and knowledgeably.

**No Smoking/Vaping/Tobacco\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Vendors are not allowed to smoke, vape, or use tobacco products within the market footprint at any time.

**Programs & Services**

**Volunteers\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Volunteers are very special folks – we love them, and we TRULY couldn’t operate the market without them. You can’t miss them – they will be wearing a green apron and a giant smile!

Volunteers donate their personal time to support our vendors and help the market by staffing the information booth, organizing market days, helping vendors, trash patrol, helping customers and assisting with other office tasks.

**Sponsors and Partnerships\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Vendor fees at FFM cover the basic cost of operating the markets, including site lease, permits, insurance, staffing, advertising, security, and barricades. In order to keep vendor fees low, FFM solicits sponsors to provide additional income for educational outreach, advertising, special events and market programming. Sponsor companies are evaluated on an individual basis to ensure there is alignment with FFM’s mission and values.

FFM allows some sponsors to table and sample their products. As with ongoing market sponsors, these products must meet criteria and align with FFM mission. Items that directly compete with the market vendor products are limited and those sponsors may sample their product at markets only once per month.

FFM may also hold fundraising events, receive in-kind donations, enlist support from volunteers and cultivate community partners to ensure the organizations continues success.

**Marketing Services (website, blog, newsletter, social media)\_\_**

FFM has several channels to help promote the markets and our vendors, including a website, blog, newsletter and social media accounts (Facebook and Instagram). These powerful marketing tools promote out markets and vendors by alerting customers about market times, new crops, seasonal items and special deals, and showcase the farmers, food producers, ranchers, and growers who bring their products to our markets.

FFM’s newsletter is sent out intermittently throughout the season and highlights key stories, links to blogposts and market news and is an avenue for highlighting vendors and products.

**FFM Social Media Accounts\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Facebook: <https://www.facebook.com/FairFarmerLCNM>

Website: [www.LasCrucesFairFarmers.com](http://www.LasCrucesFairFarmers.com)

For communications requests, please contact your designated market manager.

**Protocols for Vendor Grievances and Product Challenges**

FFM has created protocols and procedures that allow vendors to lodge complaints against other vendor whom they believe to be out of compliance with market rules and policies. This helps FFM regulate food safety, products sold and operational safety.

To file a vendor concern or product challenge, use the Vendor Concern Form or Product Challenge Form in the For Vendors section on our website.

**Grievance Procedures\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Complaints or problems should be directed to market management in a timely manner that is not disruptive to the market.
* Vendors who have concerns regarding other vendor compliance, market staff, safety, or policies should complete a Vendor Concern Form. Forms will be available online in the For Vendors section of the website. The President/Owner with review each concern form and the concerned vender will receive a specific written response within two weeks.
* A vendor pay appeal any decision concerning violation of these rules within 30 days. And appeal must be presented in writing to the President/Owner at Cassie@LasCrucesFairFarmers.com . A Decision by the President/Owner shall be issues within 30 days of receipt and constitute a final and binding decision of any appeal.

**Product Challenge\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* Product challenges may be made for misrepresentation of product by a vendor. Vendors can submit a written Product Challenge Form when they believe another vendor is misrepresenting their product.
* A product challenge must be signed by the person brining the challenge and be supported by physical evidence of the offense. The product challenge must be made within a week of observing the violation. Challenges alleging wrongdoings on past occasions will not be accepted.
* There is a $50 filing fee, which can be shared by a group of vendors. This fee is returned to the challenger if the claim in verified.
* The vendor receiving the product challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
* The Market Manager will conduct a farm site visit in a timely manner to decide on the product challenge. If FFM deems it necessary, a third-party farm inspector will be employed.
* Product challenge forms are available online at [www.LasCrucesFairFarmers.com](http://www.LasCrucesFairFarmers.com) in the For Vendors section. Because of their sensitive nature, they must be returned directly to the President/owner at Cassie@LasCrucesFairFarmers.com
* If the vendor is found in violation, vender may be fined, placed on probation, suspended, or evicted from the market at the discretion of the President/Owner.

**Compliance, Enforcement & Forms**

Vendors share responsibilities for keeping FFM viable and ensuring public safety. By following the rules described in the previous section, vendors will remain a “vendor in good standing” and help create a safe, fun and profitable market environment. Violation of the rules will put the vender “out of compliance” and result in a range on consequences.

Notice of non-compliance will include sufficient facts to notify accused what acts or omissions are not in compliance with this Handbook; however, in the sole discretion of FFM, the identity of certain individuals and others requiring protection may not be disclosed.

This section covers the range of consequences of becoming out of compliance with FFM rules, both on-site during market day (“at-market”) and off-site (“non-market”)

**A few “At-market” examples of non-compliance include:**

* Driving infractions
* Selling product that does not meet FFM standards for quality
* Selling a product that is not grown or produced by the vendor
* Unsafe product storage and handling
* Unsatisfactory stall appearance and stall maintenance
* Unresolved customer complaints

**A few “Non-market examples of non-compliance include:**

* Failing to provide FFM with copies of mandatory licenses, permits and insurance policies
* Failing to pay appropriate stall fees or late payments
* Failing to pay fines imposed due to non-0compliance
* Failing to respond to a product challenge made by another vendor
* Undesirable online presence and representation of the market

**How FFM Monitors Compliance\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* FFM monitors market activity to ensure that vendors are complying with the rules. All infractions are logged regardless of severity
* FFM also keeps records of “non-market” violations (customer complaints, late payment of fees, etc.) that may put a vendor out of compliance
* FFM utilizes the rules and policies state in this handbook as a tool to regulate at-market compliance

**How FFM Enforces the Rules\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* All rules of the market are enforced by the President/Owner or their designee, who has ultimate on-site authority. Complaints or problems should be directed to the Market Management in a timely manner.
* Market Management or designee will regularly evaluate vendors using the on-site vendor compliance checklist. FFM will take corrective action at the market and/or contact the business owner to address the non-complying behavior and corresponding consequence.
* FFM reserves the right to visit and inspect the farm or business of any vendor and to request any documents verifying business, gross receipts for percentage fee vendors or employee status.
* Customer complaints will be forwarded to vendors and kept on file. Complaints may result in disciplinary action including removal from the market.
* If a vendor does not abide by any of the rules of FFM. Comply with federal, state, and local regulations or engage any activity that could compromise the reputation of the market, the Market Manager/President/Owner or designee may take any action deemed appropriate, including assessing fines or barring the vendor from selling at the market for the day and any future market days.
* FFM reserves the right to make exception to these rules and enforcement policies at its discretion.

**Farm Product Verifications\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* When a Product Challenge Form is filed against a vendor, FFM will visit the business to verify the claim. The vendor in question will receive a notice in writing of the mandatory visit within 7 days. If the vendor fails to schedule a time for verification within 7 days, the vendor may be suspended from the market pending further investigation.

**Ingredient Sourcing Verification\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* FFM Verifies farm-direct sourcing claims made by food vendors, bakeries/confectionaries, alcohol, and THC/CBD by contacting the farm(s) listed on sourcing documents directly or requesting receipts of purchases.

**Consequences of Failing to Remedy Non-Compliance\_\_\_\_\_\_\_\_**

* Disciplinary action may take the form of a verbal warning or a written notice of non-compliance that may include a fine, probation or suspension.
* Multiple fines can lead to probation. Probation puts a vendor on notice that any further violations will lead to suspension.
* Suspension on eviction form the market may be the result of multiple find and numerous occasions of suspension.
* The application of fines, probation and suspension can occur simultaneously while the vendor works to remedy a specific or combination on non-compliance actions.
* The vendor must correct the verbal warning or notice on non-compliance immediately or by the following week, whichever FFM determines to be appropriate. If the situation has not been remedied by the following week, the following disciplinary actions may be taken:
	+ Vendor may **lose reserved space** privilege
	+ Vendor may **be suspended** from the market for a week and forfeit their stall fee.
	+ Vendor may be **issued a fine.** If a vendor is issued a fine due to non-compliance, the vendor must pay the fine on the day issues or 24 hours before setting up on their next market day.

|  |  |
| --- | --- |
| **Violation** | **Consequences**  |
| **Canopy Weights** | * **1st offense: $10 fine for each unweighted or underweighted leg; immediate correction & written warning**
* **2ed offense: $40 fine, immediate correction & 6-month probation**
* **3rd offense: $40 fine, immediate correction & suspension until meeting with FFM Management**
 |
| **Signage and other Clean & Safe non-compliance** | * **1st offense: immediate correction & written warning**
* **2ed offense: $40 fine, immediate correction & 6-month probation**
* **3rd offense: $40 fine, immediate correction & suspension until meeting with FFM Management**
 |

**Five Examples of Enforcement Actions**

1. **Non-compliance:** a vendor that includes products in their stall not approved on the original FFM application

**Consequence:**

* + 1. 1st offense: noncompliant product pulled plus $50 fine.
		2. 2ed offense: 1-week suspension plus stall fees forfeited.
		3. 3rd offense: season suspension plus stall fees forfeited.
1. **Non-compliance:** three legitimate concerns regarding the vendor are found by or reported to FFM. Concerns may include customer complaints, written vendor concern forms, lack of compliance with any FFM rules, disparaging public comments, any combination of or other concerns brough to FFM attention. FFM will investigate to assure legitimacy of complaints.

**Consequence:**Probations. When probation is necessary, FFM will send a letter to the vendor letting them know of the situation and asking them to sign a letter of acknowledgement.

1. **Non-compliance:** legitimate complaints greater than three.

**Consequence:**

FFM may suspend the vendor for one or more market dates. Severe infractions may cause FFM to evict the vendor. Eviction may be for the remainder of a market season or permanent. Some eviction notices may allow a vendor to reapply after 12 months from date of eviction notice.

1. **Non-Compliance:** physical violence.

**Consequence:**

Immediate removal from market

1. **Non-compliance:** Combination of at market and non-market violations.

**Consequence:**

Probation. Additional violations may lead to suspension or eviction from the market.

**On-Site Vendor Compliance Checklist\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

While vendors are always responsible to adhere to all FFM rules and policies, on-going inspections will occur to ensure that all vendors are conducting business in a manner that creates a safe and fair environment for shoppers, staff and vendors. The following is a helpful checklist FFM may utilize to monitor vendor compliance

**Clean and Safe\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* A minimum of 20pound canopy weights securely attached to each leg and not a tripping hazard
* If using electricity, outdoor extension cords are completely covered and set up with regard for public safety
* Booth is set up with regard for public safety and market integrity
* All components of the booth are contained within the boundaries of the booth
* If your booth is generating waste, a trash receptacle must be available for customers to use.
* Vendors take their waste with them (trash, equipment, discarded products, etc.)
* Any vendor with product that may stain or damage the ground must use ground cover.
* Food is store and display off the ground 6 inches or more
* Non-produce products must be wrapped or covered
* Practice safe sampling and adhere to sampling guidelines
* Vendor vehicles are operated in a safe manner and only present during approved times (market specific)

**Signage\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* FFM does not allow declarations regarding pesticide or chemical use that cannot be certifies (e.g., “unsprayed,” “no spray,” “sustainably grown,” and “pesticide-free”.)
* If a vendor claims products are organic, OG verification is posted
* Signage with the name and location of the business is clear and visible.
* All product prices are posted and must be readable at least six (6) feet from booth
* Only signage that is relevant to the products or business are allowed to be posted at market (at market managers discretion)
* All packaged food is labeled with name of the product, net weight, ingredients in descending order by weight, and name and address of producer (bulk foods must post a sign with this information or a sign indicating that it is available upon request)