

2025-2026

## **VENDOR HANDBOOK**

This handbook serves to inform potential and current vendors of Farmers on First procedures at its markets. Policies may be updated at any time without notice. Each vendor, by applying to and accepting a space at a market, agrees to abide by the policies outlined in this handbook.

<b>Board of Directors</b>	<b>Email Contacts</b>	
Executive Director: Kaylee Brown	director@farmersonfirst.org	
President: Jacob Dollar	president@farmersonfirst.org	
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Secretary: David Rogers	<u>secretary@farmersonfirst.org</u>	
Treasurer: Amber Passamonte	treasurer@farmersonfirst.org	

### **Our Mission**

Farmers on First is a 501(c)(3) non profit organization that is dedicated to empowering local agricultural entrepreneurs by strengthening community bonds with in-person markets that showcase local farmers and food artisans, fostering economic growth and sustainability. We strive to enhance community knowledge about agriculture, nutrition, and sustainable practices with partnerships with local agricultural programs, ensuring the next generation is equipped to contribute to our local food system.

We stand by our local farmers, offering resources and support within business and commerce. Our commitment extends to community organizations, providing information booths, volunteer opportunities, and sponsorships that promote collaboration and resilience with our own community. Together, we aim to cultivate a thriving local food ecosystem that benefits our farmers, students, and community as a whole.

#### **Market Time**

#### Market Location

Sundays from 11:00 a.m. - 2:00 p.m.

220 Inman St NE Cleveland, TN, 37311



## **Application Process**

- 1. All Vendors, current and new, are required to complete the yearly application.
- 2. Application period is **OPEN on January 1st** and **CLOSED on March 28th**
- 3. To submit an applications, there is a **<u>\$50.00 application fee</u>**
- 4. How to Apply:
  - a. First, go to our website www.farmersonfirst.org/application then click "Application." You will then be directed to the official FoF Google Form.
  - b. We require a **\$50.00 application fee**, at the end of the FoF application Google Form, the last question will direct you to our online payment system. To submit your application, you must pay the application fee online.
  - c. The application deadline is March 28th at 5:00 p.m.
  - d. Your application results will be sent to you privately on March 31st.
  - e. All approved vendors will be invited to the first Sunday market of April.

# **Vendor Selection Criteria**

**Producer-Only Market**: All vendors must make, bake or grow their own products.

*Local Products Only*: Only products that are grown or raised, foraged or caught, collected or harvested and/or produced by the vendor within a 150-mile radius of Cleveland, Tennessee is allowed at the market.

#### There are only two types of Vendors allowed at FoF:

- **1. Agricultural Vendors:** Those who harvest, catch, collect or forage their own plants, produce, hemp, eggs, honey, flowers or meat or other agricultural products, within 150 miles of the market.
- **2. Prepared Food Vendors:** Bakers, artisan food makers, and caterers. Prepared food vendors are those that are processed beyond their natural stage for consumption,

*Local and/or Organic Product Priority*: Priority is given to vendors who purchase ingredients from local sources and/or use organic ingredients.



# **Prepared Food Vendor Criteria**

#### Prepared Food Vendors are defined as:

Bakers, artisan food makers, and caterers. Prepared food vendors are those that are processed beyond their natural stage for consumption, including but not limited to: bread and pastries, jams, jellies, vinegars, pickles, cheeses made from a 3rd party dairy, shelled beans, peas or nuts, any sliced vegetable or fruit, pet food/treats, and CBD oil products intended for human consumption (derived by the applicant),

- 1. **No reselling** of bulk foods repackaged into smaller amounts unless you are making an original blend.
- 2. Prepared Food vendors *must* abide by all laws under the Tennessee Food Freedom Act.
  - Failure to unhold required regulations may put your business at risk and could result in expulsion from any Farmers on First Market at any time.
- 3. Prepared Food Vendors as Crafters: December Holiday Market will be open to crafts

## **Agricultural Vendor Criteria**

#### Agricultural Vendors are defined as:

Those who harvest, catch, collect or forage their own plants, produce, hemp, eggs, honey, flowers or meat or other agricultural products, within 150 miles of the market. We do allow agricultural vendors to sell value-added products made from your produce.

- 1. **Agriculture Vendors are responsible** for being in compliance with the latest local, state and federal regulations.
  - Failure to unhold required regulations may put your business at risk and could result in expulsion from any Farmers on First Market at any time.
- 2. **Agriculture Vendors are required** to submit all necessary licensing when applying to become a vendor. Examples may include:
  - TDA Certificates, documentation of USDA Certificate Organic, GAP, and Certified Naturally Grown Labeling, if applicable.
- 3. Agricultural producers who process agricultural products beyond their natural state may need a certificate from the TN Department of Agriculture depending on their products.
- 4. **NO products grown outside 150 miles from Cleveland.** Exceptions are only made for specialty items not otherwise available within our region, and only with prior approval from the BOD
- 5 . **Farmer Visits:** Agricultural vendors will be asked for a farm visit, including the land you may lease. This is so we can get to know you and learn about your products and practices.
- 6 . **Reselling** of agricultural products is allowed by BOD approval. Vendors must apply to market and be required to pay a weekly booth fee in addition to the vendor selling the product.
- 7. **NO** live animals may be sold.
- 8. Farmers as Crafters: December Holiday Market will be open to crafts.



## **Vendor Standards and Expectations**

Vendors who violate these standards and expectations will be given one warning and then will be dismissed from the market.

- 1. <u>*Respect to all*</u>: All vendors must be respectful to one another, customers and market staff at all times. The following actions will *NOT* be tolerated:
  - a. Verbal threats, or abuse of any kind
  - b. Foul language of any kind towards vendors, customers or market staff
  - c. Verbal disparaging of other vendors' products, staff or family members

#### 2. Punctual Attendance:

- a. Vendors *MUST* arrive at the market no later than 10:30 a.m.
- b. Vendor **Set up** is from 9:00 a.m. 10:45 a.m.
- c. Vendors *MUST* be set up at 10:45 a.m.
- d. Vendor **Clean up** is from 2:00 p.m. 3:00 p.m.
- e. Vendors may *NOT* leave before the end of the market
  - i. If a vendor must leave early , the BOD *must* be notified 24 hours in advance.
  - ii. If a vendor has sold out of a product, they must put a "sold out" sign up and wait until the end of the market to leave.

#### 3. Weekly Booth Fees:

- *a.* All vendor are expected to pay a weekly <u>\$15 Booth Fee</u> per market.
- *b.* Vendors must communicate with the BoD on what payment options they would like to select:
  - i. **ONLINE PAYMENT** : Booth Fees may be paid on a monthly bias via online payment; invoices will be sent to each vendor on the last Monday of each month.
  - ii. **IN-PERSON PAYMENT:** Booth Fees may be paid on a weekly bias via in-person payment; vendors are responsible for bring their payment to the Treasurer.

#### 4. <u>Sales Manners:</u>

a. No sales are to be made prior to 11 a.m.

#### 5. Park Care Expectations:

- a. Absolutely no smoking or vaping during market
- b. After the Market, all trash *MUST* be pick up and appropriately disposed
- c. Landscaping *MUST* be treated with respect and care at all times
- d. Vendors *MUST* park their vehicles in the designated vendor parking

#### 6. <u>Cancellations expectations:</u>

- **a.** Vendors *MUST* give a 2 week notice to the President if they are unable to attend a specific market date.
- **b.** In case of an **emergency cancellation**, the vendor *MUST* notify a Board Member via text and/or email as soon as possible.

To file a formal complaint on any vendor who is violating these standards and expectations use the attached document titled: **Farmers on First • GRIEVANCE FORM** 

Formal complaints will be presented to the BOD.



## Insurance

- 1. Vendors are responsible for carrying their own liability insurance in the amount they deem appropriate.
- 2. Vendors must add FoF as an "Additional Insured" on their liability insurance.
- 3. FoF carries event liability insurance for our Market but does not cover individual vendors, their products, or their vehicles.

## **Pricing of Products**

Pricing of goods sold is the responsibility of the vendor.

## **Assigned Booth Spaces**

- 1. Each vendor will be assigned a booth space via email each week, which will be consistent if possible week to week.
- 2. Booth Space Details:
  - a. Each vendor will get assigned a 10' x 10' Booth spaces
  - b. Vendor's **tents and/or set-up footprint** can be no larger than 10' x 10' in size.
  - c. Vendor's with **Trailer** Booths but communicate to the DOB to reserve a Trailers Parking Space.

# **Booth Inspections**

- 1. Vendors should expect market management to verify that they are producers during the season, either through a desk audit, reference check, on-site visit, and/or a booth inspection.
- 2. **Booths Inspections** will be checking for the following:
  - a. All products present for sale have been approved by the BOD
  - b. All products present for sales are labeled appropriately
  - c. All coolers have a thermometer to show that the product is being held at the appropriate temperature.
- 3. Vendors in violation will be given one week to correct, and if not corrected, dismissed from the market.

## **Sales Taxes**

Vendors are responsible for paying their own sales tax if applicable. Please consult the TN Center for Profitable Agriculture and Tennessee Tax website. Craft and food vendors will usually need to pay sales tax, except in certain circumstances. Please consult the Tennessee Tax Code. Farmers on First is not responsible for vendor sales



## **GRIEVANCE PROTOCOL**

- 1. Enforcing the Farmers on First Market Rules & Regulations / Code of Conduct
  - a. Each vendor and any representatives of the vendor who will attend the market *must sign an application*, which includes the Rules & Regulations and the Code of Conduct, at the beginning of every market season as a condition of selling at the market.
  - b. *A copy of the signed* and initialed form is kept on file which is accessible by the Market Board. The goal of the Rules & Regulations and the Code of Conduct is to help ensure that involvement in the market is a positive, satisfying and safe experience.
- 2. CONFLICT RESOLUTION COMMITTEE (CRC)
  - a. The CRC will be composed of at **least two current board members and at least one non-board member.** The two board members on the CRC shall be the Rules & Regs committee chair, along with the Application Committee Chair. The non-board member shall be a member of the Rules & Regs Committee, and appointed by the Rules & Regs Committee Chair.
- 3. FILING A COMPLAINT
  - a. The CRC cannot effectively act on hearsay, anonymous, vague or untimely complaints. A written **Grievance Form must be filed in order to initiate a complaint.** This form can be picked up from the **information booth during normal market hours.** The completed form must be submitted to the CRC within 14 days of an incident either by:
    - i. return to the **On-site Supervisor** during normal market hours in a sealed envelope with "CRC" printed on the front

OR

ii. **submit/email directly** to the President of the board if the grievance is **against the CRC**.

In this case, the board will decide at its next regularly scheduled meeting whether to override a CRC action or stand behind the action. It is expected that any CRC board members will recuse themselves from the review process. If the board chooses to override a CRC action, it will choose another course of action at this meeting.

- b. Complaints are divided into two categories:
  - i. **General complaints** about market operations or safety concerns

VS

 Vendor/product challenges made against other vendors claiming they are misrepresenting their product or farm operations.
Vendor/product challenges require a good faith fee of \$100, which is refunded to the complainant if their claim is verified.

The form must identify the type of complaint, the section of the Rules & Regulations or Code of Conduct that was violated and provide specific details about the alleged violation. The complainant must sign the form and submit it with the good faith fee, when applicable.



# **COMPLAINT PROTOCOL**

Upon receipt of the complete Grievance Form, the CRC will take the following steps, depending on the nature of the allegation.

- 1. For those allegations that are operational in nature, including but not limited to parking, set-up, dues, or hours, the following steps will be taken:
  - a. At least one representative from the CRC will present the allegation and a recommended action at the next scheduled board meeting if the complaint cannot be handled via email. The complainant may be invited to this meeting.
  - b. The board will decide whether or not to take action; if an action is required, the board will set forth a plan to implement the action.
  - c. The CRC will compose a written response to the complainant within 14 days from the board meeting with details on the decision and how it was reached.
  - d. The board's decision is final and cannot be appealed.
- 2. For those allegations that raise safety concerns, the following steps will be taken:
  - a. For immediate safety concerns or if the allegation breaks the law, the police should be called. The call should be made by a current board member, or if that is not immediately possible, board members shall be notified via text and email before the call is made.
  - b. For those issues that are not immediate, the CRC will notify all board members via email within 48 hours of receiving the Grievance Form.
  - c. The President must decide if a special board meeting is needed to handle the issue; if so, the meeting must take place within 7 days; if not, the board must be able to act on the allegation via email within the same 7 day period, and the complainant notified immediately via email or mail of the board's decision on a course of action.
  - d. The board's decision is final and cannot be appealed.

# 3. For those allegations that include accusations against a vendor, the following steps will be taken:

- a. The CRC will notify all board members via email within 48 hours of receiving the Grievance Form.
- b. The President must decide if a special board meeting is needed to handle the issue; if so, the meeting must take place within 7 days; if not, the board must be able to act on the allegation via email within the same 7-day period.
- c. The CRC will contact both the accuser and the accused to see if mediation is possible within 7 days of the special board meeting/board email exchange. The CRC may seek the aid of a third-party expert or facilitator if deemed necessary.



must provide a Good Faith Fee of \$100. This is to ensure that these types of Grievances are only submitted when the concern is actually serious in nature, and that there will be some amount of compensation to cover the costs associated with any investigation that must be carried out in order to settle the issue. If the complainant's concerns are found to be true after the investigation is carried out, the fee will be returned to the complainant.

# 4. If the board decides a site visit is necessary, the following steps will be taken:

- a. A site visit lasting no longer than 2 hours will be scheduled within 7 days from the special meeting/email exchange, and must occur within 14 days from the special meeting/email exchange to allot time for outside experts to be consulted/included. The inspection team will include at least one board member and one additional CRC member. If the board deems it necessary, an outside expert from a reputable organization such as Certified Naturally Grown may be asked to participate.
- b. The vendor will be notified in advance of the inspection and what, if any, documentation is to be provided to aid in the inspection. The inspection should focus primarily on the issues in the complaint.
- c. The inspectors must submit a written report to the board and the CRC within 7 days of the inspection. If the vendor fails the inspection, the report should detail the infractions and make general recommendations for remedying them.
- d. The CRC will recommend a course of action to the board. These recommendations will be discussed and a course of action decided on within 7 days from the inspection report or at the next regularly scheduled board meeting, whichever occurs first. The CRC will then provide the inspection report and the decided upon course of action to the vendor and the complainant within 3 days.
- e. The board's decision is final and cannot be appealed.

Upon any grievance filing or complaint, the details should be recorded in a Google Doc, created by the CRC, and saved in the market board's Google Drive.

A memorandum summarizing the nature of the complaint, the names of those who investigated the case, the findings of the investigation and any subsequent disciplinary actions will be placed in the FOF files. Copies will be given to the appropriate parties involved, including the complainant and the alleged violator, but no parties who are not directly involved with the violation.



## **DISCIPLINARY CONSEQUENCES**

The board, as a result of the violation, may enforce any of the following disciplinary consequences:

- 1. First offense: documented verbal warning
- 2. Second offense: documented written warning, signed by both parties
- 3. Third offense: penalties may include fees, suspension or termination of membership, including:
  - a. Repair of or restitution for property damage
  - b. Probation for a specified period of time with the understanding that another violation will lead to more serious disciplinary action
  - c. Suspension from the market for a period of time
  - d. Reassignment to a different space in the market
  - e. Permanent exclusion from the market
  - f. Referral to the appropriate law enforcement agency or other authority

IMPORTANT NOTE: any offense that would cause immediate harm will result in penalties associated with a third offense.



## **Farmers on First • GRIEVANCE FORM**

Farmers on First seeks to resolve member complaints and concerns in a fair and equitable manner. Members may utilize this Grievance Form to submit grievances for orderly resolution with freedom from discrimination, coercion, recrimination, restraint or reprisal. The resolution of grievances promotes more effective relationships and is in the best mutual interest of all affected parties. The FoF Board of Directors has the authority to ensure member compliance with the Rules & Regulations and Code of Conduct. Members who have concerns about market operation, vendor policies or other vendors' compliance with market rules, regulations or Code of Conduct should submit this form through the means outlined in the "Filing a Complaint" section of the "Enforcing the FoF Rules & Regulations / Code of Conduct" document. All grievances will be dealt with as detailed in the "Complaint Protocol" section of the "Enforcing the MSFM Rules & Regulations / Code of Conduct" document.

#### **SELECT TYPE OF COMPLAINT:**

\_\_\_\_ General Complaint re: Market Operations/Safety Concerns

\_\_\_\_ Vendor/Product Challenge (requires \$100 good faith fee)

Name: \_\_\_\_\_

Phone:\_\_\_\_\_

Email:\_\_\_\_\_

Name of the vendor, person or item in question:

1) **Describe the concern.** Please reference the **rule, regulation or Code of Conduct section** you believe is violated and any **evidence** that supports your concern. Be specific, use separate page if necessary:



2) What is your **best-case scenario resolution**?

Date and time infraction occurred: \_\_\_/\_\_\_\_ TIME: \_\_\_\_\_

Please sign and date below. By signing your name, you hereby state that the complaint is truthful. You also agree to keep the complaint confidential while the CRC and Board work to address the matter.

Signature:		
0		

Date: \_\_/\_\_/\_\_\_