



## *Parkville Farmers Market*

### *Rules and Regulations*

\*Updated 3/16/2019\*

1. Types of merchandise
  - a. A vendor will have 80% of their own product on the table during the designated selling times. All supplemented items must be grown within 200 miles of Parkville Farmers Market. Supplemented items must be labeled as such, including where they were grown.
  - b. Baked Goods - Homemade baked goods, honey, jams, jellies, and highly acidic canned goods are acceptable in homemade by the person selling the items. No cream-filled pastries, custards or items filled with dairy products are acceptable. All baked goods must be labeled with the names of the product, net weight (or count), ingredients in order of predominance and the baker's name and address. Compliance with all Platte County Health Department and the Department of Agriculture guidelines and restrictions are the responsibility of the vendor. The Market Manager must approve any other food items. The sale of prepared food for consumption will only be allowed with prior approval of the Market Manager. A sampling of prepared items will be allowed as per the Platte County Health Department Regulations.
  - c. Meats – must be labeled with the name and address of the vendor and have a Department of Agriculture inspection stamp.
  - d. No live animals may be sold nor raw or unpasteurized dairy products.
  - e. Permission to sell crafts must be approved by the Market Manager prior to set-up. The main function of Farmers Market is to sell homegrown produce, which will take priority over crafts.
2. Operations
  - a. The Board of Directors will set the hours of operation.
  - b. Per the market use agreement with the city of Parkville, we are granted the use of space on Saturdays 5:00 am – 2:00 pm and Wednesdays 11:00 am – 5:00 pm.
3. Lease Agreements and Assignment of Place (Stall)
  - a. Stalls shall be rented on a first-come, first serve basis and shall be assigned by the Market Manager or his/her authorized agent. Full Season Vendors shall have the first option to renew his/her lease of specific stalls.
  - b. Full Season Vendors renting spaces must attend and sell from their assigned space a minimum of three Saturdays a month to maintain their re-rental rights to their current space.
  - c. If a vendor has not occupied his/her assigned stall by the start of the market, the stall will be rented to another vendor for the day. Spaces will be held open for vendors who call the Market Manager to inform them they will be late due to unforeseen circumstances.

- d. Vendors wishing to leave prior to close must completely clear out their space.
  - e. Failure to meet the terms of the rental agreement, to comply with approved market procedures, or to make payment of fees on time will be considered just cause for immediate cancellation of any lease without prior notification.
  - f. Vendors, who desire a space that is currently being rented, may sign a waiting list. The vendor must submit the request in writing to the Market Manager that contains both a signature and date of the request. When the stall space becomes available, the first person on the waiting list shall have the option to obtain it. Once space has been refused by or the requestor is no longer an active vendor at the market, their name will be removed and the next person in line will have the same option. Only Full Season Vendors may apply.
4. Vendor Stall Rental Procedures
- a. Annual stall contracts will be reviewed by the following criteria; the freshness of product, display, compliance of rules and regulations, variety/uniqueness of the product, attendance/number of weekends.
  - b. Annual contract holders that want additional stalls, may apply for two stalls for the season. After the last week of May, if additional stalls are available, a third stall may be rented for the season. All additional stall placements are at the discretion of the Market Manager.
  - c. Vendors may not assign, sublet or sell his/her reserved stall to another person under any circumstances.
5. Fees
- a. Market association and stall fees are determined by the Parkville Farmers market association.
  - b. All annual contracts, monthly, and daily fees are established by the Parkville Farmers market association and are subject to change without notice. Annual stall contract fees are non-refundable. Annual contract holders that want an additional stall may apply for two stalls for the season. If after the last week of May and additional stalls are available then a third stall may be rented for the season.
  - c. It is the sole responsibility of the vendor to make sure his/her rent is paid on time.
  - d. Payment is to be made out to the Parkville Farmers Market.
6. Licenses, Taxes, and Permits
- a. Any person using the Farmers market for the purpose of selling or offering for sale items on the premises must comply with federal, state, and local ordinances. A Missouri retail sales tax license can be obtained at the Missouri Department of Revenue – <http://www.dor.mo.gov>. Additional licenses and certification included but not limited to the following; State egg license and organic certification may also be obtained.
  - b. The collection and filing of all related tax will be the responsibility of the individual vendor.
  - c. All vendors will also need proof of insurance for their vehicles.
7. Sanitation, Health, and Safety
- a. The sale of prepared food will only be allowed with prior approval for the Market Manager.
  - b. Each vendor is responsible for leaving his/her stall reasonably clean.
  - c. Table dressing must be kept neat and clean.
  - d. The selling/display space or stall is defined in the lease agreement. All merchandise, materials, and personal property must be kept within the defined area or placed in the vendor's vehicle.
  - e. Animals will not be permitted on the market property except for service animals.

- f. Vendors will not permit seepage or leakage of water or other fluids from any area of their stall into the aisles or into other stalls.
- g. Vendors are responsible for the individual safeguarding of their product, supplies, and money. The market is not responsible for loss, theft, or damages. Vendors must remove personal belongings when not occupying a stall.
- h. Food that is not approved by the Department of Agriculture and the Platte County Health Department will not be sold.

#### 8. Vendor Set-up and Structure

- a. Vendors must provide their own equipment and any additional set up materials for display of items including table coverage.
- b. Vendors may not make changes or alterations to their stall(s) without written permission from the Market Manager.
- c. Signs of reasonable sized that indicating item price, quantity or explanations will only be permitted upon approval of the Market Manager.
- d. Stall signs may not be used for commercially promoted activities of any advertising nature designed to attract public attention or support or a product, commodity or service.
- e. If the market area is in need of repairs, if there are hazardous conditions or problems in the market area a report should be made to the Market Manager immediately.

#### 9. Tear Down and Clean Up

- a. Leave your stall as you found it; empty, picked up and swept clean
- b. All trashcans are to be used by customers only. Any vendor found using the provided customer trash facilities for leftover or rotted produce will be charged a \$25.00 fee for each occurrence to be paid prior to vendor future rental.

#### 10. General

- a. All vendors should be properly dressed with appropriate coverage. Family-friendly language is also an expectation.
- b. Vendors may not make public outcries or give any musical or other entertainment for the purpose of attracting customers without prior permission from the Market Manager.
- c. Vendors who violate any market regulations will be first given an oral warning by the board of directors or his/her representative. The second time the violation occurs; the vendor will be given a written warning from the board of directors. The third time the violation occurs, the vendor will lose his/her lease with no refunds. There is no appeal process and decisions made by the board of directors is final.