



**Puyallup Main Street Association Farmers Market (PMSAFM)
2012 VENDOR RULES
253-840-2631**

Washington State Farmers Market Association (WSFMA) - PMSAFM, as a member market, will abide by all regulations set forth in the WSFMA “Getting Back to Our Roots Guide”. In some cases our rules may be more rigorous than those of the WSFMA. (www.wafarmersmarkets.com)

Non Compliance – Vendors, who do not comply with Market rules and regulations, misrepresent their products or refuse to follow directives of market staff will not be allowed to participate in the PMSFM. Please review all rules carefully before signing application contract.

PRODUCT POLICIES & GUIDELINES

Products sold at the PMSAFM must be locally grown or produced in the State of WA, *with the exception of seafood which must originate from the greater Pacific Northwest, including; Washington, Oregon, Alaska, and British Columbia.* **No reselling.**

All products must be sold by the farmer/grower, producer, family member, or their employee.

Producer: A business or person, who plants, grows and harvests a product with the intent to sell.

Re Seller: A business or person, who purchases products that they have not planted, grown or harvested, assembled or created with the intent to sell.

Farmer - Produce/ Nursery - products must be grown, raised, produced, or gathered by the vendor in Washington State. **Produce reselling is not allowed.** Farmers must have adequate signage that **identifies their farm** and where it is located. Use the term “certified organic”, only if certified by the Department of Agriculture.

Processors - value added products, **through “hands-on” processing of** fresh food products such as; smoked meat or fish, seafood, cheese, cider, baked goods, preserves, wine, etc. All processed foods must be appropriately labeled with product name, ingredients, net weight, price, producer name, and address.

Craft/art – All products must be handcrafted by the vendor in the State of Washington. All craft or art must be pre-screened (juried) by the Market Manager and Craft Jury Committee. Selection will be based on quality and originality of product. Once product has been accepted, selling space will be granted based on space available and compatibility with current product mix. **Commercially produced and second hand products will not be sold at the Market.** Returning craft/art vendors must have any new products juried and approved before selling them.

Food – Prepared food (concessionaires) shall possess and maintain all required state, county and local permits and product liability insurance (see application for requirement details). All food vendors must have an individual Pierce County health permit. A limited number of qualified food vendors will be approved by the Market manager. Selection will be based on quality of product, space available and compatibility with existing market mix. Food vendors must commit to a specific menu and schedule to accommodate health department inspections. **Sporadic attendance is not an option.**

Miscellaneous – Any vendor who does not fit into the above categories or standards would be considered miscellaneous. See Market manager for eligibility, not all miscellaneous vendors are appropriate for the PMSAFM.

SELECTION

Vendor Selection – Vendors are selected annually by the Market Manager and the Craft Jury Committee. Selection will be based on quality and uniqueness of product, current product mix, vendor performance and seniority. No vendor will have guaranteed return rights to the Market from season to season. The Market generally does not offer exclusive rights to vendors to sell any one product. Market customers generally benefit from having a choice. However, if the management believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry or granted limited participation.

Priority – Agricultural products will be given priority over other product categories. Total vendor sales of agricultural products will equal more than 50% of total vendor sales of all other products combined at the PMSFM. Agricultural vendors will also be given priority in space and location assignment. Vendors selling non-agricultural products may be placed on a wait list to maintain agricultural balance in the Market mix. The Market will not discriminate against any vendor.

SELLING SPACE

Market Space – Most spaces are roughly 10' x 10'. Selling space and location assignments are determined by the Market manager and are not transferable. Sharing space with another vendor must be pre-approved by the Market manager. Vendors will provide tables, canopy with appropriate weights, signage, and any display materials desired for their booth. All products, displays, signage, etc must be contained within space assigned. Do not spill into other booths or common areas unless pre-approved by Market manager. The fee structure is based on one space. If you have reserved more than one space, fees will be increased accordingly.

Space Assignments – Specific space location requests will be accommodated when possible, but are **not guaranteed**. Agricultural products have priority at the Market. Other vendors may be asked to relocate to an alternate location during the season, to accommodate seasonal produce vendors, or when the Market manager feels the product mix requires a change for the overall good of the Market. Vendor space assignments are made at the Market Manager's discretion taking into consideration product mix, customer flow, special promotions, and vendor seniority. Space assignments are not transferable.

Reserved Season Space – Vendors may be eligible to reserve their selling space by season. Payment by the stated deadline on applications will give you a price break and ensure that you have a space at the Market for the length of that particular season. Every effort will be made to keep you in the same space *although circumstances may necessitate a move at the discretion of the Market manager.* If you miss the deadline you will be charged daily rates.

Daily Space – Vendors who did not take advantage of seasonal rates must contact the market manager (see #'s in next section) each week on **Thursday or Friday** to confirm that there is space at the market on the upcoming Saturday. There is no guarantee that there will be space available if you do not call.

Cancellation – **Your attendance on dates you have reserved is expected unless market manager is made aware 3 days prior to the market.** If you have a change in plans and are unable to attend, your pre-paid fee will not be refunded. Please contact or leave a detailed message for the Market manager as soon as you are aware that you will not be in attendance. **Call the Market cell number: 253-267-4089 (Jen).**

Staffing– Booths shall be staffed at all times during regular Market hours. The Market will remain open during published schedule times. The exception is during a lightning storm or heavy rain and wind, when we will close for everyone's safety.

Expulsion – Should a vendor, at any time, occupy the premises in a manner contrary to the Market Rules, upon request of the Market manager, vendor shall immediately cease such offending conduct. Failure to immediately comply as requested shall be cause for revocation of this contract and expulsion from the Market. Upon revocation, vendor shall promptly vacate the premises. Upon failure to vacate, the Market shall remove all property of vendor from the premises at the vendor's expense. The Market is relieved and discharged from any and all loss or damage caused by such removal. The Market shall not be responsible for storage or safekeeping of property so removed. Failure to comply with these rules will result in forfeiture of booth space with no refund given.

LOGISTICS

Market Layout – The layout of the Market changes virtually every Market day. A core group of season vendors may be present, but because the Market expands and contracts with the season a certain amount of rearranging is needed each time. **It may be necessary to move vendors to make way for seasonal produce or to condense the layout when there are fewer vendors present.**

Space Assignment – If you do not have a permanent selling location, find the Market manager or assistant to check in and receive your booth location each Market day. Do not assume that it is the same location as it was the time before. **All selling spaces are pre-assigned and rearranged as necessary.**

Check in/check out – Vendor will check in at the PMSA Farmers' Market booth upon arrival and prior to setting up. Market staff will provide you with your sales work sheet and direct you to your space. **YOU MUST CHECK IN BEFORE YOU SET UP!!** At the close of market vendors will return to the PMSA Farmers' Market booth to check out and process monies due. You must have your sales worksheet complete. Be courteous and respectful of our fellow vendors throughout this process. **YOU MUST COMPLETE THE CHECKOUT PROCEDURE BEFORE DEPARTING THE MARKET DAILY!!**

Sales Reporting – Vendors are required to honestly report all sales made by the vendor or vendor's agent at the close of each Market. If you take a custom order at the Market, report it as daily sales and

pay appropriate percentage fees. **Future participation in the market WILL be considered by reported sales.**

Set-up – Vendors may begin set-up **two hours before** opening. Specific directions and times may be given for individual areas of the Market as needed. You will not be allowed to drive through or otherwise disrupt the Market **past 8 am**. Everyone must be in place and ready to sell **30 minutes before Market opens**. If you have not checked in by 8:15 am, you will not be allowed to sell at the market on said day.

DO NOT MOVE ANY STREET CLOSURE SIGNS at any time, doing so may result in a fine of up to \$500.00 per occurrence from the police department to the person committing the violation.

***Loading zone – Courtesy and cooperation between vendors will allow everyone to set-up and take-down with the least amount of stress.**

Unload your merchandise onto the sidewalk or grass before moving your vehicle off site. Do not set-up your booth without moving your vehicle out of the way first. Others need access to the loading space. Please be patient and offer assistance when possible so that everyone can complete these tasks efficiently. **Rude behavior will not be tolerated.**

Parking – There is an off site parking lot reserved for vendors. Any vendors parking in the Library Parking Lot will be towed at vehicle owner's expense. **Do not take customer parking!**

Take-down – Vendors will break down their display promptly at closing time. The Pavilion is often booked for events immediately following the Market. **Vendors must clean their selling areas and vacate the Pavilion by one hour after closing.** You are required to remain in your space until closing, regardless of weather or merchandise sell-out, with the exception of special circumstances that have been pre-approved by the market manager. They may be checked out at the close of Market (not early).

Clean up – Vendors are responsible for keeping their booth and the surrounding area clean. At the end of Market, see that any litter, including what was left by customers, is picked up. If you generate an unusually large amount of waste you will need to bag it and take it with you for disposal off site. **Food vendors are not allowed to dispose of their waste grease/oil in trash cans or dumpsters.**

No Smoking – Pioneer Park is a no smoking area. **Smoking will not be permitted in vendor booths or anywhere in the market building or Farmers' Market area.**

SAFETY

Driving in the Market – Use extreme caution when driving in the Market area for set up or take down. Vendors will not bring vehicles into the Market area after normal set-up time (one hour before opening) or before official closing time. Any restocking of merchandise must be done via hand cart, not by driving into the Market area.

Canopies – All canopies must be flame retardant to be in compliance with fire department standards. You must show proof that your canopy is flame retardant, if you don't have documentation do not use the canopy at the Market. Contact the Market manager for a list of canopy providers.

Canopy Anchors – Wind can lift canopies off the ground, causing injuries. "All vendors who wish to erect canopies on the farmers market site during a normal period of market operations, including the set up and break down period, are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his/her canopy will not be allowed to sell at the farmers market on that market day,

unless that vendor chooses to take down and stow their canopy and sell without it.” from WSFMA Roots Guide 2004. **THE CITY of PUYALLUP does not allow tent stakes in Pioneer Park and other methods must be used to anchor tents.**

REGULATIONS

Dept. of Revenue – Vendors must have a Washington State business license and are responsible for collecting and paying sales tax, if applicable, as required by the Dept. of Revenue. Contact them at 253-593-2722 for more information. Unless a vendor is exempt by law, he or she must supply the Market with a State **UBI number** at the time of application. Food, crafter, processor and miscellaneous applications submitted without a UBI number will not be considered.

Insurance Requirements – All food vendors and those who sample food (including fresh produce) must submit a product liability certificate of insurance to the Market manager before selling at the Market. Vendors must have a \$1,000,000 each occurrence with \$1,000,000 aggregate product completed operations and \$1,000,000 general aggregate. All policies shall be written on an occurrence basis. The vendor shall be named insured on the policy and the **City of Puyallup, Puyallup Main Street Association, its officers, directors, agents, employees and event sponsors shall be additional insured** thereon. Please inform your insurance agency that the document must include this verbiage exactly as highlighted and underlined.

P. C. Health Dept. – Individual mobile unit permit or Health Permit are required for all food product sales and all food sampling. Check with Market manager or Katie at the Pierce County Health Dept. 253-798-3577, to determine what is required for the type of food you would like to sell. All health permits must be displayed at your booth.

Fire Department – Vendors using canned gas or requiring an open flame must apply with CPF&R for an open flame permit. All food vendors using electricity or any other fuel source for cooking should contact CPF&R to verify if they require the open flame permit. Vendors shall not use any bottled gas, electrical device, or hazardous material without prior approval of the Market manager and CPF&R. All canopies must be constructed of fire resistant materials or treated with flame retardant. If canopy has been sprayed with retardant, you must show documentation, or canopy must have proof of fire resistance (e.g. Tag sewn to inside of canopy with stamp stating fire resistance or CPAI-84 code) Proof of fire resistance must be made available to the CPF&R or designee upon request. CPF&R inspects all booths. Cooking under a canopy is not allowed. If you have questions, contact CPF&R at 253-538-6402.

Indemnity – The Puyallup Main Street Association (PMSA) shall not be held liable for any debt, tax or assessments incurred by Market vendors in the operation of his/her booth nor for any salary or expense due to any of his/her employees. The PMSA shall not be liable for the result of any accident or damage to any person or article employed by, or in possession of the vendor while at the Market in the City of Puyallup, whether such accident, loss or damage occurs during the time of preparation, the period of occupancy, or at the time of removal there from. In consideration of the privileges granted by this contract, the vendor agrees to protect, indemnify and hold harmless the PMSA from any and all claims for damages, demands, or suits arising from injuries or damages sustained, or alleged to be sustained, by employees of the vendor or by any member of the public where such injury or damage shall have resulted either directly or indirectly from the activities and business of the vendor in connection with this contract. The vendor shall cooperate and assist the PMSA or its representatives in investigating such claims and in negotiating settlement thereof and the vendor shall be bound by any decision of the PMSA or its representatives respecting the disposition to be made of such claims, even if any of the allegations, claim for damages, demands or suits are groundless, false, or fraudulent.

Updated: March 10, 2011

Receipt and confirmation of understanding 2012 PMSA Market Rules

My signature below acknowledges that I have received, read and understand Rules and Guidelines for the 2012 PMSA Farmers' Market. **I realize that at any disregard for or non compliance with the policies stated will result in immediate removal from the market with no reimbursement for fees paid.**

Signature

Date

Print Name

Business Name