



## KEY PENINSULA FARMERS MARKET (KPFM) 2022 RULES and REGULATIONS

**Mission Statement:** The Market provides a convenient venue for local farmers and artisans to provide access to healthy, fresh, locally sourced food and products to area residents. The Market is a vibrant gathering place where visitors can learn about healthy food choices, and overall health and well-being.

The Key Peninsula Farmers Market (KPFM) is overseen by a Market.

**Location:** the corner of Key Peninsula Highway and 92<sup>nd</sup> Street NW in Key Center (the parking lot of the former Reed's, next door to Sunnycrest Nursery.)

**Dates:** Sundays, June 5 through September 18, 2022

**Hours:** 10:00 AM to 3:00 PM

### I. PRODUCT POLICIES AND GUIDELINES:

#### A. Farm Products

The Key Peninsula Farmers Market (KPFM) aims to provide a marketplace where fresh, wholesome products are sold. All products must be grown, raised, produced or gathered by the vendor in Washington State, according to Washington State Farmers Market Association (WSFMA) Guidelines. Seafood must originate from the greater Pacific Northwest (WA, OR, AK, or British Columbia, Canada). Vendors will be required to verify fish origination. On occasion, to provide products not otherwise available, or in sufficient quantities to the Market, the Market **may** allow resale of product(s) not grown by the vendor.

#### B. Food Sampling

The general public is not allowed to offer samples at the Market. Only approved and accepted vendors are allowed to offer samples on-site. Sampling for 2022 is subject to the State's COVID restrictions. All prepared food vendors and others wishing to offer samples must be approved by the Pierce County Health Dept. Vendors who wish to offer samples of foods or food products- including microgreens- to customers must contact the Market Manager and show satisfactory proof of compliance with requirements of the Pierce County Health Dept and with the applicable requirements of other agency(ies) regulating such activity. Sampling of food products must be in accordance with Pierce County Health Dept and other applicable regulations. Additionally, the vendor must provide hand-washing facilities and/or products in the booth, must protect the food samples from contamination, and must provide the food samples with single service appropriate utensils to handle the food samples, such as toothpicks, disposable spoons, forks, or bakery paper. Food can only be handled with tongs, bakery paper, scooper, or disposable rubber/plastic gloves. **Bare hand contact with food is not allowed.** Cutting implements must be cleaned with soap, running water, and paper towels, or as otherwise required by applicable health regulations.

**C. Processed Goods**

The Market accepts certain value-added items which are grown and/or made by the vendor such as baked goods, preserves, wine, cheese, sausage, and smoked meats or fish. All processed foods must be labeled with the product name, ingredients, net weight, price, vendor's name, and address. Vendors must meet Washington State and Pierce County requirements for food handling and processing. Vendors offering samples of their products must contact the Market Manager and comply with the KPFFM food sampling guidelines.

**D. Prepared Foods**

Prepared food vendors and their menus must be approved by the Market Manager. Prior to selling at the Market, all prepared food vendors must show appropriate Washington State Department of Health certification to the Market Manager. Vendors must meet State and Pierce County requirements. Permits must be displayed in public view during Market hours. All prepared food processor trailers must comply with applicable Health Department Regulations.

**E. Hand Crafted Items**

All craft products must be handcrafted in Washington State by the vendor, in compliance with the Washington State Farmers Market Association (WSFMA) guidelines and approved by the Market Manager. Product selection will be based on quality, originality, and compatibility with the existing market mix provided craft vendors do not exceed thirty percent (30%) of the total number of vendors on a given market day.

**F. Non-Profits**

Non-profits must provide proof of non-profit status. Non-profit booths are limited to one stall space. Non-profits are not allowed to give away or sell items that may conflict with other vendor sales. Any products a non-profit wishes to give away must be pre-approved by the Market Manager. Non-profits are not allowed to sell food or host bake sales at the Market.

**II. VENDOR SELECTION**

Vendors are selected annually by the Market Manager and Market Committee. Agricultural products will be given priority over other product categories or crafts. Selection will be based on quality, originality, and compatibility with the existing market mix, as well as with vendor performance. No vendor has a guaranteed return right from season to season. The Market does not offer exclusive rights to vendors to sell any one product. However, if the KPFFM believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry. All selected vendors must complete and sign a vendor application each season, prior to selling at the Market. Appropriate applications and Health Department permits must be resolved prior to the Vendor's booth opening.

Vendors are prohibited from the following:

- Selling commercial or imported items;
- Selling second hand items (Exception: Those vendors who take a second hand item and recycle that item into a new use);
- No franchises: Those who have entered into an agreement or received a license to sell a company's products and/or use a company's packaging, logo, ingredients, and/or marketing tools under that license or any franchise agreement.
- No non-owner operated businesses: Only those businesses that are operated and controlled by their Washington State-based, or border states-based (Oregon and Idaho), owners are permitted at WSFMA Markets;

- No out-of-state processing: All processed products sold at WSFMA Markets must be processed within Washington State, or the border states, Oregon, and Idaho.

### **III. FEES, SALES REPORTING, AND PAYMENT**

#### **A. Fee Schedule**

All stall fees must be paid in-person after the Market closes each Sunday.

#### **B. Reporting Sales**

Vendors agree to report total sales to the Market Manager at the end of each selling day.

#### **C. Fees**

\$10 stall fee for non-profits (on a space available basis). \$20 stall fee (10'x10') space per Market Sunday for all other vendors. Alternately, a stall fee of 10% of daily sales can apply to those wishing to do so but will be capped at the standard \$20 stall fee price. This is not applicable to stalls larger than 10x10 or those requiring electricity.

#### **D. Cancellations**

Vendors who cannot attend on a Market day must submit written notice to the Market Manager by 5 pm on the Friday prior to Market Sunday. If written notice is not given by 5 pm on the Friday before the Market day, the vendor will be charged applicable stall fees (\$20).

More than two (2) non-appearances will result in loss of assigned space privileges for the remainder of the Market season.

#### **E. Force Majeure**

If a Market Sunday is prevented or otherwise hindered by any act not within the reasonable control of the Market Committee, Market location landlords, and/or the community as a whole, such as fire, cyber/ransomware attack, earthquake, flood, explosion, extreme weather, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government, stall fees will not be collected and the vendor cancellation penalties will be nullified.

### **IV. LICENSE, PERMITS, TAXES AND INSURANCE REQUIREMENTS**

#### **A. Unified Business Identifier (UBI) Number**

The Washington State Department of Revenue requires the KPFM to verify that its vendors are registered to do business in the State of Washington. Unless a vendor is exempt by law, the vendor must supply the Market with a state UBI number.

#### **B. Permits and Taxes**

Vendors are responsible for obtaining all necessary permits, inspections (food, agricultural & nursery plants), and paying their own taxes.

#### **C. Insurance Requirements**

Vendor shall provide evidence of the following insurance coverage to the Market Manager:

Commercial General Liability ("CGL") insurance with limits no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate.

A copy of the Certificate of Insurance, and endorsement naming the Key Peninsula Farmers Market as a noncontributing additional insured, shall be provided to the Market before the contract is finalized.

The Market reserves the right to request certified copies of any required insurance policies. The Market may require increased limits. Market Vendor's insurance shall be primary insurance with respect to the Market and any payment of deductible or self-insured retention shall be the sole responsibility of Market Vendor.

Market Vendor shall provide the Market with written notice of any policy cancellation or alterations, within two business days of their receipt of such notice.

Failure on the part of Market Vendor to maintain the insurance as required will be considered a grievous disregard of the KPFM rules. Market privileges will be revoked, and Vendor will be prohibited from selling at the Market until insurance coverage is reinstated.

#### **Liability**

Key Peninsula Farmers Market highly recommends vendors obtain general liability and product liability insurance. **The Key Peninsula Farmers Market is not responsible for any loss or damage incurred or caused by Vendor.**

### **V. SET-UP AND TAKE-DOWN**

Prior to setting up, all vendors must check in with the Market Manager. **Vendors may set up beginning at 8 AM.** Vendors should unload promptly and then move vehicles off-site before setting up their stall. At 3 PM vendors will cease selling and promptly take down their stall space. **Vendors must not leave their stall area to retrieve their vehicle until their stall is completely taken down, after 3 PM.**

Vendors are required to remain at their stall spaces until 3 PM unless other arrangements are made with the Market Manager. If needed, the Market Manager or assigned market volunteer will relieve vendors for a break. If vendor sells out early, post a "sold out" sign and notify the Market Manager.

#### **A. Stall Space/Location**

Each vendor will be assigned a 10' x 10' stall space. Vendors will provide their own tables, chairs, canopies, signs, and other desired display materials in accordance with Market regulations. The vendor sales area must not extend beyond the allotted boundaries of the stall space unless preapproved by the Market Manager. Display and selling techniques must not impair other vendors' ability to sell, nor create a hazardous situation for customers.

#### **B. Punctuality**

**All vendors must be at their stall 30 minutes prior to the opening of the Market.** Unless prior arrangements have been made with the Market manager, stalls will not be held for an assigned vendor who does not show up at the designated time. All vehicles must be off the Market site 30 minutes prior to the opening of the Market.

#### **D. Canopies/Umbrellas**

Canopies or other booth covers are required to be flame retardant and must have weights sufficient to keep the covering in place. Canopy weights must be in place from setup until take down. Each tent leg or umbrella must be securely weighted down with 20 - 25 or more pounds of weight at all times in order to sell at the Market. Any damage incurred by a vendor due to insufficient weights will be at that vendor's expense.

Vendors without adequate canopy weights will (1) be given a **verbal warning the first day they are without weights.** If vendor does not obtain canopy weights by the next market they attend, then (2) a **written warning** will be given. If the vendor does not obtain weights by the third Market thereafter, Vendor will continue to be charged \$20 per Market day until they provide their own weights.

#### **E. Safety**

Tables must have smooth edges, remain stable when loaded with product, and have legs locked firmly into place. Canopies must be tied down and weighted. Displays, canopies, weights, or any other items belonging to Vendors must not impede the flow of foot traffic or create obstacles. All vendors utilizing heat must have at least one fire extinguisher located in their booth. Prepared food vendors are permitted to use only gas/propane/electrical cooking equipment. No charcoal briquettes allowed.

#### **F. Electricity**

Electrical power is available for vendors for an additional fee. Vendors are solely responsible for any injuries that may arise as a result of generators or power sources.

#### **G. Generators**

Generators are not allowed, except for food trucks requiring their own power.

#### **H. Stall Clean Up/Trash Removal**

Vendors are required to maintain their individual selling space in a clean, safe, and sanitary manner, including protecting the pavement from drips from any part of the vendor's vehicle. Each vendor is responsible for keeping their booth space clean during the Market and for complete clean-up of their space at the close of the Market. This includes taking any trash or garbage that is generated in or around a vendor's booth and sweeping up any product debris left on the ground. Trash bags will not be available.

### **VI. BOOTH MERCHANDISING, REQUIREMENTS AND CERTIFICATIONS**

#### **A. Signage**

Each booth space must prominently display a sign clearly identifying the farm or business by name and location. Signs, including those indicating the names and prices of all products sold, must be displayed and include the following to reflect 'locally grown' products in accordance with KPFM Regulations:

- Product name
- Grown at (farm name if applicable)
- City and State where product was grown
- Price per pound

Products labeled "organic" or verbally referred to as "organic" must be certified as required by Washington State law. Farmers selling both organic and non-organic produce at the same stand must physically separate the non-organic produce from the organic produce and clearly label as nonorganic, transitional, or conventionally grown. Consumer queries regarding farming practices must be answered factually. Failure to comply with this requirement will result in the offending vendor being denied the opportunity to sell said products at the KPFM.

No political, religious, or partisan signage is allowed to be displayed by any vendor at any time at any place in the Market.

#### **B. Pricing**

Pricing of goods is the sole responsibility of the vendor. The Market Manager does not have the authority to set prices. However, below-cost pricing is discouraged. This does not include sampling.

#### **C. Health Practices and Permits**

All vendors must adhere to sanitary procedures as outlined by the Pierce County Department of Public Health. All prepared food vendors and others wishing to offer samples must be approved by the Health Department. Any vendor found selling contaminated foodstuffs or produce or selling at the Market without proper health precautions shall be suspended from selling until satisfactory clearance has been

obtained from the Health Department and the Market Manager. All vendors must dress appropriately. Shoes and shirts are required. Pets are not allowed in food preparation area. **Smoking is not permitted in the Market area.** Vendors wishing to smoke must leave the market site. After smoking, vendors must wash their hands before returning to their stall. Alcohol consumption or the consumption of any Federally illegal substance is prohibited. Failure to comply with this requirement will result in the offending vendor being denied the opportunity to participate in the KPFFM.

#### **E. Weights, Measures and Labeling**

All weighing, measuring instruments, or devices must be accurate and registered as legal for trade and meet local and/or state regulations for commercial scales. Devices must be placed in full view and be readable by customers at all times. Devices may be checked for accuracy at the Market site by the Washington State Department of Agriculture's Weights and Measures division. Pre-packaged products must be labeled with the quantity and/or amount.

#### **F. Radios**

Vendors are not permitted to play radios or other devices during market hours unless otherwise discussed and approved by the Market Manager.

#### **G. Plastic Bags**

Washington State plastic bag ban went into effect October 1, 2021. All single-use plastic carryout bags are banned at the Key Peninsula Farmers Market. Any single-use plastic bags purchased before October 1, 2021 can be used at the Key Peninsula Farmers market until they are gone. Vendors may charge a \$0.08 fee for all recycled content paper or wheat straw paper carryout bags and for all reusable carryout bags made of thick film plastic. Vendors must provide a receipt to customers for the \$0.08 fee or include as a line item on the receipt. Vendors should report the \$0.08 fees as revenue on their B&O taxes. Vendors may NOT charge the \$0.08 fee when shoppers using SNAP (EBT), SNAP Market Match, WIC FMNP and Senior FMNP.

#### **H. Single-Use Plastics**

Food service businesses are required to only give customers disposable service ware upon request, including plastic utensils, straws, condiment packages, and cup lids for cold beverages.

### **VII. MARKET MANAGER**

The Market Manager coordinates all the activities of the Market and implements Market policies, including oversight of the Market set-up and clean-up, daily assignments, collection of all stall fees and sales information, and assuring vendor compliance with all KPFFM rules, regulations and policies. The Market Manager also acts as a conduit of information between the vendors, volunteers, customers and the KPFFM Committee. The Market Manager has complete authority to interpret and implement Market policy.

### **VIII. LOGO USE**

Participating vendors are encouraged to include the KPFFM logo on their website. All other use is prohibited without the permission of the KPFFM Market Committee.

## IX. CHILDREN

Vendors must keep a watchful eye on their children at all times. On-site childcare is not provided and the Market takes no responsibility for the safety or whereabouts of vendor's children. Children under the age of ten years cannot be allowed to wander about the KPFFM and surrounding areas unsupervised. Vendors must also comply with all regulations regarding any employment of minors. Failure to comply with this requirement will result in the offending vendor being denied the opportunity to participate in the KPFFM.

## X. EBT and SNAP Market Match

KPFFM accepts EBT Tokens (food stamp benefits) and an EBT matching program, SNAP Market Match. For consistency of the program and clarity for the customer, KPFFM requires that ALL Vendors with eligible food items to participate in these programs. This includes Vendors with fresh fruit and vegetables, eggs, meat, fish, poultry, dairy, honey, cheese, and seeds and plants intended for growing food. Non-food and prepared, ready-to-eat foods are not eligible for this program. There is no cost to Vendors to participate in this program. Vendors will be responsible for submitting tokens and EBT matching program currency to KPFFM at the end of each market day. The KPFFM will pay Vendors by check once each month during normal check runs.

**EBT Tokens can** only be used for: Breads, fruits, vegetables, fish & poultry, eggs, dairy products, honey, seeds and plants which produce food for the household to eat. **SNAP Market Match** can only be used for: Fruits, vegetables and plants which produce food for the household to eat.

There shall not be a minimum purchase requirement for EBT or SNAP Market Match products. No cash can be given as change for EBT tokens or the EBT matching program currency. Customers **cannot** purchase prepared food or crafts with EBT tokens or the EBT matching program currency.

Vendors should keep EBT and SNAP Market Match currency in their cash box. At the end of each Market, vendor will return tokens and currency to Market staff, who will count/confirm the currency amount with the vendor and another staff member on-site at the end of the Market day. Staff will record the currency amount on a receipt, sign it, and provide a copy for the vendor's records.

The receipt will go to the KPFFM treasurer, who will process it for reimbursement as a part of the regular invoice cut-off/check run dates. The Market Manager can ensure the counting and receipting of currency is completed in a timely manner. However, delays beyond the control of Market staff sometimes occur in the Finance Department

## XI. ANTI-HARASSMENT/DISCRIMINATION POLICY

It is the KPFFM policy to provide a work environment for its vendors and staff which is harmonious and free from intimidation and harassment. The KPFFM is committed to ensuring that the practices and the conduct of all its vendors and staff comply with the requirements of federal and state laws against employment discrimination. The KPFFM expects all vendors and staff to work in a manner that respects the feelings and dignity of their co-vendors. It is the policy of the KPFFM that all vendors and staff have a right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, age, marital status, sexual orientation, veteran status, presence of a disability, or presence of any other protected status or characteristic. Vendors or staff who, in good faith, report legitimate workplace harassment will not be subjected to any form of retaliation. Any vendor or staff responsible for any retaliatory conduct will be removed from the Market.

## **XII. CODE OF CONDUCT**

The purpose of this Code of Conduct is to promote a pleasant atmosphere of cooperation and support at the Key Peninsula Farmers Market and to assure a safe and friendly environment.

All persons shall conduct themselves in a manner which will maintain a safe, pleasant, considerate, and friendly atmosphere.

### **Violations of code of conduct**

The following are examples of violations of the Code of Conduct:

1. Alcohol, tobacco, or illegal drug use.
2. Discrimination on the basis of race, color, sex, religion, gender, national origin, age, marital status, sexual orientation, veteran status, creed, political ideology, ancestry, presence of any sensory mental or physical handicap, presence of a disability, or presence of any other protected status or characteristic.
3. Use of lewd or profane language.
4. Abusive behavior including verbal harassment, menacing actions, physical violence, sexual harassment.
5. Destruction, damage, or theft of property at the Market site.
6. Interference with the operation of vendors, presentations, demonstrations, entertainment, or services.
7. Interference with the activities of other persons.
8. Interference with the work of staff or volunteers.
9. Poor personal hygiene which interferes with participation of others in the Market.

### **Procedures for resolving violations of the code of conduct**

1. The Market Manager shall advise the person that the behavior is a violation of the Code of Conduct.
2. When appropriate, staff will refer the person to resources or agencies or contact the person's family for assistance.
3. Farmers Market participants/volunteers/staff should report any violations of the Code of Conduct to the Farmers Market Manager or to other staff if the Manager is not available.
4. The person violating the code of conduct may be asked to leave the Market site if the conduct does not stop.
5. Public safety officials may be called if the above procedures fail to halt the disruptive behavior.
6. Temporary or permanent exclusion from the Farmers Market is permitted for the Code of Conduct violations. Length of exclusion will be determined by the severity of the offense and if the offense is repeated or habitual.

### **Appeal of any decision**

Appeal of any decision may be made in writing to the Key Peninsula Farmers Market Committee.