

ORLEANS FARMERS' MARKET, INC.
HANDBOOK
of Rules & Regulations
(4/1/17)
Market & Operations Overview

The Orleans Farmers' Market (OFM) strives to maximize the consumption of local foods and products and strengthen consumer support of local agriculture within Barnstable County. The OFM seeks to operate at the highest level of integrity in our dealings with customers, vendors and supporters. OFM Management strives to obtain a mix of vendors attractive to customers in order to nurture market growth and develop repeat customers.

Our mission statement:

The Orleans Farmers Market, Inc. is a non-profit corporation and is organized exclusively for educational, agricultural, nutritional and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, and under operation of Massachusetts law, including as it may from time to time be amended, as it relates to nonprofit organizations.

The purpose of Orleans Farmers Market, Inc. is to coordinate a farmers market which will enable local agricultural growers the opportunity to provide a healthy local food source to the community of Orleans, MA and nearby towns. The corporation also seeks to raise social consciousness about sustainable food production on a local level and to provide education about local food production and nutrition in an atmosphere that promotes healthy eating, a strong community connection and consumer participation, particularly low-income families.

Market Management

The OFM operates under rules and regulations set forth by its Board of Directors (BOD). The BOD appoints a Market Manager and together are responsible for the overall market management. The BOD has final authority in resolving issues in a civil and efficient manner.

The Market Manager responsibilities are to coordinate all of the activities of the weekly functioning of the Market and to implement market policies. This includes collection of fees and vendor application information, occasional vendor space assignments, oversight of the Market set-up and clean-up, and answering vendor/customer questions. The Market Manager also acts as a conduit of information from the vendors and customers to the BOD.

The BOD reviews and approves vendor applications, vendor inspections and has the authority to order and remove any person or vendor from the Market who is guilty of any violation of these Market regulations, or who may be guilty of violation of any ordinances of the Town of Orleans, or laws of the state of Massachusetts.

Purpose of Market Rules & Regulations

The OFM rules and regulations are designed to benefit the Market as a whole. These Market rules provide a way to insure that everyone knows their rights and obligations and can have predictable and dependable expectations about the operation of the market. The rules are also important from a legal perspective because they become part of the agreement between the vendor and the Market, establishing each party's rights and obligations.

Included in these rules are guidelines which determine who is eligible to be a vendor, what products can be sold, when and where the market will operate, how much it will cost to be a vendor, and what the market experience will be like for shoppers.

It is imperative that vendors understand and agree to abide by the rules and regulations of the OFM. The rules are enforced by the Market Manager and the Board of Directors. Open communication is encouraged amongst everyone for questions or concerns regarding the Market Rules and Regulations.

OFM OPERATING GUIDELINES

1. General Information

The OFM is committed to creating a diverse marketplace with the emphasis on the highest quality, locally grown and produced agricultural products available. The OFM will not be bound to apply a particular set of criteria in every instance and must reserve unconditional discretion to accept or refuse anyone as an OFM Vendor. The Market considers many factors when evaluating Vendor applications and participation.

2. Location and Time

Outside

The market is located at 21 Old Colony Way; Orleans, MA.

The Market is officially open every Saturday:

from 8:00 am to Noon, from May through September

from 9:00 am to Noon, from October to November

No sales are made until the market is open.

Inside

The market is located at 70 South Orleans Road; Orleans, MA. (Nauset Middle School cafeteria)

The Market is officially open every Saturday:

from 9:00 am to Noon, from December to April

No sales are made until the market is open.

3. Application Information

Application is open to farmers, growers and producers from within Barnstable County. Acceptance or rejection of an application is based on multiple criteria and needs of the Market as determined by the BOD at any given time, therefore not all applications may be accepted.

The OFM has a limited number of vendor spaces. Applications accepted each season will depend on several factors, including the number of previous season vendors seeking to return.

Applications from vendors willing to commit to being a 'full time' (FT) vendor will be given preference over those seeking to participate part-time (PT) in any given category or vendor opening where and when available.

Applications from previous season vendors in good standing will also be given preference over new vendor applications.

Part-time vendors are contacted on a rotating basis for any open spaces available each week.

Applications from vendors not admitted due to space or product limitations will be kept on a wait list and will be contacted when space becomes available.

All vendors (FT, PT, occasional or new) must complete a 'Vendor Registration Form' and pay the required fee in full before selling. Failure to do so will delay a vendor's ability to participate in the Market. The Application constitutes a binding agreement between sellers and the Market to abide by the policies and rules governing the OFM.

Each Vendor will declare the type of vendor he or she is on the application based on the majority of their sales during the peak season of July and August.

Application by **any** vendor, new or previous season, does not guarantee acceptance for the upcoming season.

4. Product Eligibility, Crop List and Farm Inspection

The OFM is a 'producers market' – this means **all products sold must be grown, made, caught or produced BY THE VENDOR within Barnstable County**. These products must be sold at the Market by the grower or a member of their family or an employee. Existing vendors who are not able to attend on a certain day may appoint another vendor to sell their approved products with pre-approval from the Market Committee. These products must be labeled with the growers name and business.

Produce (raw edible food) will be Vendor grown and sold at the Market if:

The product is harvested from plants grown on the Vendor's farm;

The plant must be grown from seed, purchased plugs, cutting, bulb or rootstock.

Salable items may include, but are not limited to:

Vegetables, fruit, berries, honey, eggs, fresh or dried culinary herbs, cultivated mushrooms, seafood, shellfish and lobsters.

****No produce may be purchased and resold at the Market in its original state.**

Horticultural Products (potted plants, fresh cut and dried flowers) will be Vendor grown and sold at the Market if:

The plant must be started from seed, purchased plugs, cutting, or bulb and be in the vendor's possession for 60 days before being sold at the Market.

If purchased as a full grown plant, the product must be altered from its original purchased state (i.e.: repotted, divided) and then have been in the vendor's possession for 45 days before being sold at the Market.

****No horticultural product may be purchased and resold at the Market in its original state.**

Processed Foods and Goods will be home-made by the Vendor and sold at the Market if:

These products are made by the Vendor.

These products must be considered appropriate to be sold at the Market by the BOD.

The vendor's kitchen must be inspected by the local Board of Health yielding a retail kitchen permit to retail that particular product, when applicable.

The Orleans Board of Health has approved the vendor's product line.

The vendor has taken a two-hour food handling safety course through the County Extension Service, where applicable.

Salable items may include, but are not limited to:

Prepared and specialty foods such as jam, jellies, sauces, salsas, vinegar, chocolates, coffee, baked goods, seafood; and any other items deemed appropriate by the Board.

****No processed foods or goods may be purchased and resold at the Market in its original state.**

Decision to add another product line will need approval by the BOD, with final approval from the Orleans Board of Health in the case of processed foods and goods.

****Any vendor found by the BOD to have been involved in the resale of any product at the Market will be immediately evicted, temporarily or permanently, at the discretion of the BOD.**

Vendors must make every effort to assure that the products they sell pose no health hazards to the public.

The BOD strives to attain an attractive mix of vendors, with at least 50% produce (raw, edible food). To maintain this mix, they may limit the types of products allowed for sale at any given time; therefore, not all products applied for may be approved.

Vendors are required to submit a complete list of all products they wish to sell along with their application each season and must have approval from the BOD on all products offered for sale at the market. Products that do not appear on the vendor's application may not be sold at the market. The submission of the vendor fee, crop list, processed food/goods list, fisherman crop list and a vendor inspection* must occur before any new vendor may sell at the Market.

In order to assure compliance with vendor and product eligibility requirements, the BOD will conduct an initial inspection of a vendor's place of production, and at any time thereafter, to verify that the products listed on their applications are being grown on their farm, processed on their site, and/or caught by the vendor. No prior notification is necessary for this type of inspection.

* If a vendor wishes to add new products, a second farm inspection will be done by an authorized person to verify the addition, with final approval from the Orleans Board of Health in the case of processed foods and goods.

* Shell fisherman will have their shellfish log reviewed periodically at market by one of the BOD. In addition, a copy of all applicable permits from processed foods & goods vendors and shellfish vendors must be submitted to the Market Manager before selling these products at the Market.

Off-Cape Grown Produce* may be sold at the Market under the following restrictions:

Only if the product(s) can be grown in Barnstable County; and the product(s) is determined to be in limited supply at the Market that year and there is available space to sell that product; The product(s) must be sold directly by the grower who is an existing Vendor and labeled with info as to where the products came from and whether the product is organic.

* The BOD will evaluate every request, vendor by vendor, product by product, annually. On rare occasions, to attract particular types of products not otherwise available at the Market, the Committee may allow an exception to this rule.

5. Permits, Licenses, State & Federal Requirements

Each vendor is responsible for complying with the Massachusetts Department of Agriculture regulations pertaining to items sold at the market; federal, state and local regulations for obtaining any necessary permits and licenses. Each Vendor is responsible for collecting sales tax where indicated.

If a vendor is selling eggs, they must be transported to the Market and stored in a cooler with a thermometer to assure a temperature of under 45°F.

Vendors selling by weight are expected to use certified scales which must be inspected by the Barnstable Sealer of Weights and Measures. This is the responsibility of the Vendor.

The Market will be registered with the state of Massachusetts to allow growers to accept WIC coupons; certification in the WIC program is the responsibility of the vendor.

Processed food and goods such as but not limited to: jam, jelly, preserves or baked goods must conform to the Federal, State and Local Labeling Laws and Sanitary Codes. These goods must be protected from wind, sun and rain at all times.

Shellfish and Lobsters sold at the Market must be transported to and stored at the Market at a temperature under 45°F. Ice used must be potable and its melted water must be kept out of contact with shellfish, and collected and disposed of properly off-site. Shellfish, if displayed, must be covered, on ice, and held separate from melted water. Rubber gloves will be used to handle shellfish, dipped in disinfectant (1 Tbsp Clorox / 1 gal water) at the Market as needed. When brought to the Market, shellfish must be bagged, tagged and sealed with a log kept for 90 days. Bags opened at the Market should be resealed and retagged before leaving the Market. However, any shellfish openly displayed can not then be bagged and later sold. Bags brought out of refrigeration should be placed on a clean surface and never on the ground.

Permits required of shellfish vendors: Local and state shellfish license and a retail truck permit. Harvesters must have the approval of the Orleans Board of Health to sell at the Market.

Definition of terms:

Bag - a clean container.

Tag - an official tag, preferably of waterproof material, showing dealer's name, certification number, harvester's number, seal identifier, date harvested, type of shellfish, quantity and harvest area.

Seal - a numbered closure that is tamper-evident.

Log - a permanent bound ledger with page numbers, including seal number, type, quantity, location and bagging date.

6. Vendor Spaces, Placement and Fees

Due to space/layout constraints and the Market's desire to provide selling opportunities to a variety of vendors and offer a variety of foods and products to customers, a Space shall be limited to 10'x10', and a Vendor may purchase a maximum of two spaces. Fees for these spaces will be determined annually.

Vendors are placed on the vendor map according to seniority and placement in previous seasons among other criteria; every effort is made to keep placement consistent throughout the season. Existing tents are reserved for returning Vendors, as space permits. New tents will be added according to funds available.

Vendors providing their own Canopies, Pop-up Tents or Umbrellas must ensure that they are well anchored at all times while the Market is in operation.

Vendor fees collected are used for advertising, marketing efforts, administrative costs, supplies, maintenance, and entertainment during Market hours.

Vendor fees must be paid according to the Vendor Registration Form before the season membership takes effect. Occasional vendor fees must be paid in full before the start of each Market, if the fee is not paid the vendor will not be allowed to set-up and sell their products.

7. Arrival, Display Set-Up and Departure

The market opens at 7:00 am for vendor display set-up. Vendors must be fully setup and ready to sell by 7:45 am. No vendor arrivals will be permitted after 7:45 am.

Vendors must display their products for sale on tables or other suitable display fixtures, at least one foot up off the ground – exceptions may be granted by the Market Manager for items such as plants and very large items.

Vendors are responsible for set-up, display, packaging and pricing of their products. The products will be priced clearly, either on a price list, chalk board or on each product or its container. Any product less than premium quality should be clearly labeled 'seconds'.

No boxes or displays shall extend into common and/or customer traffic areas nor impede customer traffic, encroach into foot traffic paths, or encroach upon, disrupt or interfere with any

other vendor's space, display, or ability to conduct business. Stands and displays are to be kept hazard free and reasonably attractive at all times.

Vendors shall display a visible sign stating the business name and town out of which one operates as required by the Commonwealth of Massachusetts.

The Market Manager and BOD reserve the right to require any vendor to remove or change any display that appears hazardous, unsanitary, or does not conform to the Market requirements for displays.

Market sales end at noon and the vendor is asked leave their space broom-clean by 1:00 pm before departure from the day of the Market.

Vendors whose products generate waste (e.g. – food vendors and those providing food samples) must provide a trash receptacle at their booth for use by anyone. In addition, Vendors offering food samples must provide a wash station, as required in the regulations of the Orleans Board of Health. All vendors are responsible for their own trash removal at the end of the day and shall clean up all litter, toothpicks, and/or product debris before leaving the grounds.

8. Additional Guidelines/Vendor Responsibilities

The Market is not intended for unloading of produce at below market prices and produce should be priced in line with other vendors.

Vendors are responsible for ensuring they and their representatives are familiar with all Market Rules, Regulations and By-Laws and are expected to fully comply with all of them. Extra copies of this handbook are available by request from the Market Manager.

All Vendors are expected to be cooperative with and respectful toward management, the public and other vendors, many of whom may be direct competitors. Any member who repeatedly shows an inability or an unwillingness to cooperate or is otherwise disruptive to the upbeat day-to-day activities of the Market will receive a written warning detailing the expected change of behavior. Upon any subsequent infraction, the member will be evicted temporarily or permanently from the Market at the discretion of the BOD. The BOD decision must be submitted to the offending vendor in writing within 5 days of the eviction.

Behavior that is threatening, abusive or harassing shall constitute a violation of Market rules and result in immediate termination of membership and removal from the grounds. Committing a criminal act at the Market is grounds for immediate expulsion and vendor(s) will be permanently barred from future participation in the Market.

Soliciting or collection drives are not permitted in the vending area.

Vendors may not bring pets to the Market.

There is a No-Smoking policy for vendors and their parties within their displays and on Market grounds.

All vendors are strongly encouraged to carry their own product liability insurance.

9. Hours, Dates and Day of Operation

The outside market operates Saturdays May through November, actual dates are determined for each season. Hours of operation are 8:00 am to noon, May to September, and 9:00 am to noon, during October and November.

The inside market operates Saturdays December through April, actual dates are determined for each season. Hours of operation are 9:00 am to noon.

The markets open one hour before sales start for vendor display set-up. Vendors should be fully setup and ready to sell fifteen minutes before the opening bell. No late vendor arrivals will be permitted.

****The Market has a strict policy forbidding any sales to take place before the opening bell.**

10. Rain or Shine Policy

The outside market has an “Open, Rain or Shine” policy which is heavily publicized in all advertising. The inside market is based on winter weather and road conditions. All vendors are expected to participate to the best of their ability. You might question the wisdom of the policy – displaying and protecting your products under a tent in the middle of a field in the rain isn’t any fun. But having this policy is important for several reasons:

- Customers expect to find a full market and their favorite vendor every Saturday, May through November, 8 am – Noon, RAIN or SHINE, as advertised.
- Customers WILL come to the market in inclement weather – and those that venture out normally intend to buy. Vendors often experience decent sales during bad weather.
- The market will post a notice on the OFM web page and Facebook page to notify customers that the market would be closed.
- New England weather changes at the drop of a hat. A wet day can easily turn dry and vice versa. Calling off the Market could quickly become a regrettable decision.
- Cancellation of a Market would be necessary, if and only if, the weather forecast is predicting dangerous weather conditions.

11. Attendance Policy

If a vendor is unable to attend a market you must notify (Gretel 508-237-9492) as far ahead as possible, but no later than pm Wednesday prior to your absence. Failure to give timely notification is a violation of Market Rules and Regulations. Timely notice of absences assists management in attempts to fill the space from the waiting list to help the market retain a ‘full’ look.

Vendors are asked to be present at the Market every Saturday during the peak season of July and August unless the absence is absolutely unavoidable.

12. Rules and Regulations Violation Policy

The first instance of non-compliance by a vendor with any Market Rules shall result in a written warning issued by the Market Manager and/or BOD. A second instance, whether for the same violation or any other, shall result in termination of the vendor's Membership and selling privileges by the BOD. Termination shall not relieve a Vendor of un-paid dues, or other charges previously accrued, and **no refund of any fees paid will be granted.**

13. Grievances and Product Challenge Process

Vendors are urged to inform the Market Manager or BOD when they witness a violation of Market rules and guidelines.

Minor grievances regarding day-to-day operations of the Market should be directed to the Market Manager and/or BOD in a timely manner that is not disruptive to the Market. The Market Manager and/or BOD shall investigate to determine if a violation has occurred and follow-up appropriately in accordance with Market Handbook.

In circumstances concerning a complaint against any vendor by another vendor regarding the origination or legitimacy of their produce, product, or goods, the following shall apply:

The complaining vendor shall submit, in a timely fashion, a completed **Product Challenge Form** (in handbook) and submit it to the Market Manager or BOD. The identity of the complainant will remain confidential.

Complaint resolution of matters of this nature is the responsibility of the BOD. The BOD will notify the vendor that one or more of their products offered for sale at the Market violates a product legitimacy rule or is being investigated for product legitimacy.

The BOD will conduct an initial investigation of any complaint using their own observances, statements of other witnesses and/or inspection of the vendor's production place and methods to make a determination as to a product's legitimacy. If the vendor refuses to allow such an inspection, the Vendor's selling privileges and Market membership will be immediately terminated. Inspections will be conducted by at least one BOD member.

If the BOD determines that a product does not violate the rules, no further action will be taken, and a letter stating such will be recorded.

If the Market Committee determines that a product does violate the rules, the infraction shall be dealt with as set forth in 'Section 12. Rules and Regulations Violation Policy' and vendor must immediately cease sales of the product(s) in violation. Failure or refusal to do so will result in the loss of selling privileges and Market membership effective immediately, additionally the vendor will not be eligible to re-apply for membership in the Market until the following season, and then participate only if the Vendor's application is approved by a majority vote of the BOD.

14. Right to Appeal

Any Vendor who has vending and membership rights terminated as a result of an investigation of product legitimacy may appeal the determination.

The Vendor shall have seven (7) days from the date of receipt of the written determination to file a written appeal and mail it to the Market Manager. The Vendor shall include evidence to support the appeal along with this request.

The OFM Board will review the appeal within seven (7) days of the Market's receipt of the Vendor's appeal request.

If the determination is reversed on appeal, the Vendor's membership and vending privileges will be immediately restored.

The Board's decision upon review of the appeal shall be final and binding.

In no event shall any person be entitled to recover damages from the Orleans Farmers' Market for being denied vending privileges based on good faith enforcement of the Market's Rules and Regulations.

Orleans Farmers' Market, Inc.

PRODUCT CHALLENGE FORM

In circumstances concerning a complaint against any vendor by another vendor regarding the origination/legitimacy of their produce, product, or goods, the complaining vendor shall complete this form and submit it, in a timely fashion, directly to the Market Manager. The identity of the complainant will not be revealed by OFM Management.

Name of Vendor with product(s) you are challenging:

Specific product(s) about which you are concerned:

Market date at which the product was sold:

State the specifics of the complaint. Provide any evidence that supports your challenge:

Name: _____

Business Name: _____

Address: _____

Phone: _____

Signature: _____ Date: _____