



## Impact Earth Farmers Markets Rules 2017

The Impact Earth Farmers Markets are operated by Impact Earth, Inc., a Rochester based Zero Waste Solutions Provider. The advisory councils in each community oversee and authorize Impact Earth's board of directors to operate the market. The board of directors authorizes the Market Manager to implement directives and policies and to oversee the operation of the Market. Our mission is to celebrate and support sustainably produced local products, and to create a gathering place for friends, families, and neighbors to socialize, to engage in art and entertainment activities, and to learn about our rich agricultural and historic heritage. The Market Manager is responsible for directing an orderly and efficient market operation and represents the governing body and the Market Committee on market days.

### 1. General Operations:

#### 1.1. Location and Hours of Operation:

- a) The markets are located in the Village of Pittsford, the Village of Churchville, the Port of Charlotte area and the Village of Mendon. The markets run every Saturday, from June 3 through October 14, 9am -1pm, Tuesdays, June 6 through October 10, 4pm-7pm, June 4 through August 27, 9am-1pm, and June 8 through August 31, 4pm-7pm respectively.
- b) No selling is permitted before the official opening time, as announced by the Market manager.

### 2. Set-up and Take-down

2.1. Vendors may start setup as early as 1 hour prior to the start of the market and must remain through the end of the Market day.

2.2. Any vendors who have not started set-up at the site by 15 minutes before the start of the market shall be considered absent. The market manager can assign day vendors to fill absences. If the vendor arrives after their space has been reassigned to a day vendor then they may be allocated a new space if one is available at the discretion of the market manager.

2.3. Some of the market locations do have room for vehicles at tent sites. Special provisions will be made for food trucks as space permits.

2.4. Vendors shall clean space of all debris, including plant or produce debris, before leaving. All vendors may use on-site Zero Waste Stations to dispose of unsold product.

2.5. All vendors must have their booths dismantled and their spaces cleared within one hour of market closing.

### 3. Attendance:

3.1. Season Vendors agree to attend all of the season's market days. We understand that life happens. Please let us know if you will not be able to attend as early as you can.

a) If you are a continued no-call, no-show, the Market will fill your spot without refund.

b) Vendors may leave early under extenuating circumstances and with the permission of the Market Manager.

3.2. Subletting of a seasonal booth is NOT permitted. Rents are not reimbursable either in whole or in part.

### 4. Vendors and Products at the Market:

4.1. Who may sell at the market:

a) Vendors of agricultural products that they have produced themselves including but not limited to fruits, vegetables, herbs, dairy products, meats, eggs, flowers, plants, honey products, maple products, and related products.

b) Craft vendors may sell products they have hand produced.

c) Prepared food / ready-to-eat food / processed food vendors. This includes baked goods, jams, bread, pickles, canned goods, candy, beverages, NYS wines or spirits, beer or hard cider, and related products.

4.2. Vendor selection is made at the sole discretion of management. Applications not accepted will be retained with the possibility of future involvement if market conditions change.

4.3. Vendors must operate in New York State and come from no further than 100 miles from the site of each market.

4.4. Vendors' applications will be reviewed and approved by market management. The market management will accept applicants whose operations most closely correspond with the Market Mission.

4.5. Vendors with a seasonal lease will be assigned a permanent spot for the duration of the season. Market management will determine the location of each vendor.

4.6. Market preferences are for products that emphasize the following:

a) Organic farming practices.

b) Sustainable agriculture.

c) Variety of product.

d) Needs of the market.

e) Product Quality.

f) Locally produced products and ingredients (within a 100 mile radius of each market site).

Meat and Poultry Products will emphasize:

a) Humane husbandry.

b) Grass-fed (when appropriate).

c) Pasture raised/free range.

d) Heritage breeds.

e) Hormone/antibiotic free.

f) Animals that have spent the majority of their life on the vendor's farm.

4.7. Only products listed on a vendor's application may be sold at the market. Any additions must be approved by the market manager prior to selling.

4.8. All products offered for sale must be of high quality and good condition. All food must be kept off the ground or protected from contact with the ground. The market manager reserves the right to request the vendor to remove goods from display if they are of inferior quality.

4.9. Vendors may sell only products which they, a family member, or an employee have grown or produced. Resold goods from other producers will only be permitted under the following circumstances:

a) If no grower is selling a particular item, another vendor may purchase the item from a nearby farmer and sell it, provided approval has been obtained from the market manager at least one week prior to each anticipated sale date.

b) The farming operation from which the goods are purchased must meet the standards set forth under standard market guidelines.

c) The vendor must display the name and address of the farm that grew or produced the item to be re-sold.

d) If another vendor is able to grow/produce the item themselves, the reselling vendor may be asked to stop selling the item, at the manager's discretion.

e) Market management may at its discretion permit re-selling if the re-selling will allow a market need to be met.

## 5. Rules for Selling:

### 5.1. Market Stalls

a) Vendors must display a sign clearly displaying their operation's name and location. Vendors are required to post signs that include farm's name, address, products, and growing practices.

b) Vendors are responsible for all equipment and supplies needed for their displays. Vendors who provide samples and/or products that will result in waste material must provide containers for waste disposal and/or use the Zero Waste receptacles provided by Impact Earth.

c) Displays must allow unobstructed customer flow. Displays must be clean and free of debris. All tents and canopies must be properly secured.

d) All food must be kept off the ground or protected from contact with the ground.

e) No hawking, proselytizing, or amplified music is permitted by vendors at the market.

f) No smoking or firearms are permitted at the market.

g) Unfortunately, we are unable to provide water on-site.

h) Limited electricity is available on-site. Priority will be given to vendors requiring refrigeration. Vendors must provide their own exterior grade extension cords.

i) Vendors may not bring dogs or pets to the market. Exceptions may be granted under special circumstances by the market manager.

### 5.2. Pricing

- a) Sellers must post prices.
- b) Market vendors are expected to charge fair prices. Unfair pricing practices may be addressed at the market manager's discretion.
- c) While it is expected that prices will be fair to consumers, the seller, and fellow sellers, collusion among sellers to attempt to influence prices is strictly prohibited.

#### 5.3. Permits, Licenses and Certifications

- a) All items sold at the market must meet federal and state regulations, as well as requirements of the Monroe County Health Dept. and the NYS Dept. of Agriculture and Markets. All applicable food safety regulations, both state and local, must be adhered to at all times.
- b) All applicable licenses, permits and certifications for products sold must be obtained and kept current. Copies of applicable permits and licenses will be kept on file with the market management.
- c) Vendors selling taxable items must display a valid NYS Certificate of Authority and provide one to the market manager.
- d) Pre-packaged items must be labeled in accordance with NYS label requirements; this includes baked goods, teas, and health and beauty products.
- e) Organic products may only be identified as such if a recognized third-party certifier has certified them. This certification document must be clearly displayed in the vendor's booth.

#### 5.4. Liability Insurance

- a) All vendors must provide proof of liability insurance. Each vendor's policy must include at a minimum of \$1,000,000 general and product liability, per occurrence. A Certificate of Liability Insurance naming the vendor as the insured and the individual municipalities for each community as the Certificate Holder and Impact Earth as additionally insured must be submitted upon acceptance to the Market. Impact Earth will provide the information for insurance on an individual basis for each market.

5.5. Vendors are responsible for their actions and the actions of their representatives, employees, or agents.

## 6. Day Vendors

### 6.1. Space Assignment

- a) Advance reservation of tent sites for day vendors is limited. Reserved day vendor tent sites are not guaranteed to be in the same location each week.
- b) Day vendors will be assigned a space by the market manager on a first come, first served basis as space is available.

## 7. Fees

- a) Please review the Impact Earth Community Farmers Market Vendor Application 2017 for Vendor Fees
- b) Non-Profits and Community Organizations may have booth space as determined by the market manager.

## 8. Compliance

### 8.1. Complaints

- a) All complaints must be addressed to the market manager.
- b) The market manager will diligently work to resolve complaints.
- c) If the manager is unable to resolve the complaint then the vendor may submit their complaint in writing to the market's governing body. The governing body will address the issue at their next regularly scheduled meeting.
- d) If the complaint is of an immediate nature then the market manager may ask for the governing body to convene a special session to address the complaint.
- e) All decisions by the governing body are final.

### 8.2. Agreement with rules

- a) By submitting an application for admission to the market, the vendor agrees to comply with the Market Rules.
- b) Repeated violation of rules may subject the vendor to temporary suspension from the market or dismissal from the market for the remainder of the season. Prior to dismissal, the market manager must submit a written warning to the vendor that they are subject to dismissal if they continue to violate market rules.

## 9. Additional Rules and Information

- a) All participants are expected to treat fellow vendors, customers, management, and other participants in a cooperative, respectful, and courteous manner.
- b) Impact Earth reserves the right to inspect the farm, growing and storage areas of the grower. We reserve the right for unannounced visits when farm practices are in question. Refusal to permit a farm inspection can result in a suspension from market and/or a termination of vendor privileges. Inspection criteria will be based on the grower's market application.
- c) All Vendors are required to abide by a Zero Waste Pledge. For additional information on product packaging options that meet these requirements, please contact Robert: 585.478.2014.

## 10. Zero Waste Pledge

To help create a Zero Waste Farmers Market, I pledge to reduce, reuse, recycle or compost as much as I can.

REDUCE: I will bring only what I think I need.

REUSE: I will use paper bags instead of plastic and/or I will use reusable bags and sustainable recycled, recyclable and compostable goods.

RECYCLE: I will recycle/upcycle all products I bring that need to be recycled/upcycled.

COMPOST: I will donate or compost the products I bring that will not be usable at another event.