HARVEST HOME MARKET RULES AND OPERATING PROCEDURES

Harvest Home Farmers’ Market (“HHFM”) is a NYC non-profit organization dedicated to increasing access to local, farm-fresh produce; educating the public about health and nutrition; supporting regional agriculture; and providing job opportunities during the market season.

Definition: The term “Merchant” refers to Farmers and Non-farmers alike, and the term “Vendor” will specifically refer to non-farmers.

I. GENERAL

a) HHFM is solely responsible for the management of its various market locations. The stall rent, length of season, hours of operation, and market rules and operating procedures are determined by HHFM and are not negotiable.

b) Businesses that have been approved to sell at HHFM markets are described in these Rules as “merchants”. The term “merchant” includes the spouse, siblings, children, parents, and employees of the merchant who assist in the cultivation of the same property listed in the merchant’s initial application under the heading “Business Name”

c) A “Seasonal Merchant” is a Merchant who applies to sell at the market(s) for the entire season (May-November).

A “Daily Merchant” is a Merchant who applies to sell at the market(s) on a weekly, bi-weekly, or monthly basis.

e) “Site Coordinators” are individuals employed by HHFM who are present on market days to supervise the market, collect daily fees, assign market stalls, and perform other duties as assigned by HHFM. Site Coordinators are responsible to HHFM and will report any violations of these Rules to HHFM management. The Site Coordinator will be the final authority on the market day, but all decisions may be appealed to HHFM management for later re-consideration.

II. INSURANCE, PERMITS, AND TAXES

a) Merchants must provide proof of General Liability coverage in the amount of $1 million and must name HHFM as an additional insured. Insurance requirements differ by market location: please see the Application Instructions for details. A certificate of insurance must remain on file with HHFM. Vendor insurance requirements will be assessed based on product line. Vendors may be asked to provide proof of additional coverage.

b) HHFM is not responsible for product liability or the payment of sales taxes for individual merchants. Each merchant must provide proof of sales tax status (tax number) on its application form.

c) [Link]

d) [Link]

e) Merchants are responsible for compliance with all laws, ordinances, and regulations of the United States, the State of New York, and the City of New York. Merchants must provide copies to HHFM of all licenses and/or permits applicable to the types of products to be sold, i.e., Board of Health permits, nursery license etc.
III. WHAT MAY BE SOLD

a) Merchants may sell only their own products. The resale of items purchased by the merchant is not permitted, with the limited exception of some value-added agricultural products, as described below. Items grown or produced at a location not listed on a merchant’s application may not be sold.

b) Raw Agricultural Products: This category includes fruits, vegetables, grains, herbs, flowers, bedding plants and potted plants. Bedding plants and potted plants must be grown from seed, plug, cutting, bulbs or bare root, and be well-established in their current containers, by the merchant. No resale of pre-finished plants is allowed.

c) Value-added Agricultural Products: This category includes products made of raw agricultural products that have been processed. Examples are jams and jellies, salsas, oils, vinegars, baked goods, cider, molasses, ice cream, picked out nuts, etc., and similar processed products that may not be covered by other HHFM rules. Merchants of value-added products must abide by all applicable federal, state, and local health and label regulations. The value-added product must contain significant/meaningful material grown, produced, or sourced from a local farmer or producer. If value-added products would be enhanced by additional items such as condiments, bread products, fruits or vegetables, etc., every effort should be made to obtain the additional items locally, preferably from other HHFM merchants or local growers and producers. The merchant must complete the Application for specific value-added items and send it to HHFM for review at least three weeks prior to the selling date. Approval for one specific value-added item does not grant approval for additional items.

d) Non-agricultural Products: This category includes farm, garden, or food-related crafts and value-added agricultural products made without raw agricultural products grown by the producer. Examples include: baked goods, arts, handmade soap, and similar items. The merchant selling them must have created these items. These products are admitted at the discretion of Harvest Home. Any stall with greater than 20 percent non-agricultural products on display at the market will be asked to remove the products from the table.

e) Meat and Other Animal Products: This category includes meats, poultry, milk, cheese, eggs, farm-raised fish, honey, wool, leather, and other products derived from animals. All slaughter animals shall be in the merchant’s immediate custody, care and control a minimum of 50 percent of the animal’s life at time of slaughter. Merchants must abide by all applicable federal, state and local regulations and inspection regimes. In addition, they must adhere to federal or state guidelines on all labels. All animals sold as cut meat at the farmers’ market should come from a known source; no resale of trader or sale barn livestock and no livestock from any condemned or "for slaughter only" herds shall be sold in any form. No live animals are to be sold at the market. No live animals will be displayed without a week’s advance permission from the management. Animals will be displayed no closer than 20 feet from food products.

f) Samples: Samples can be cut or opened for displays at the market if properly wrapped and handled, but they cannot be sold. Free samples may be given to customers in accordance with New York City Health Department regulations.

www.dohmh.com/Health/Food_Safety/Temp_Food_Operations/farmers.php
IV. FARM INSPECTIONS

a) HHFM or its representative(s) reserves the right to inspect any merchant’s farm by appointment, to ensure compliance with market rules and regulations. The primary purpose of a farm inspection will be to determine whether the merchant is in fact producing all that he or she is selling at the market. Upon notification, the merchant must make all production areas available within three (3) days. Refusal to allow inspection is grounds for indefinite suspension or removal from the market. Any Merchant found to be in violation of this rule will be immediately expelled from the market without refund of any fees.

V. APPLICATION AND DEPOSIT

a) Anyone wishing to participate in a HHFM market must apply for admission. The applicant may sell at a market on the same day he or she applies for admission, but must turn in a completed application before parking. HHFM will contact the applicant before the next market regarding their application, and reserves the right to reject the application and prohibit the applicant from selling at future markets.

b) Each application must be accompanied by a deposit in the amount of three weeks’ stall rent. The amount of the applicant’s deposit will thus be determined by the amount of stall space the applicant wishes to reserve.

VI. STALL FEES AND ASSIGNMENT

a) Seasonal Merchants

i. Seasonal Merchants must pay stall fees in advance.

ii. The stall fee for Seasonal Farmers is $100 / week for a 10’ x 20’ stall.
    Additional 10’ x 10’ stalls are available for $45.

iii. The stall fee for Seasonal Vendors is $65 / week for a 10’ x 10’ stall.
    Additional 10’ x 10’ stalls are available for $25.

iv. Seasonal Merchants will be assigned a permanent spot for the duration of the season, and every effort will be made to keep them in the same spot each week, so long as the stall fee is paid and the merchant arrives at the market site by 7 a.m. (or one hour before market opening).

v. Monthly payments are due on the first Monday of the month. Merchants who prepay for 10 weeks in advance will receive a 10% discount.

vi. Seasonal Merchants who are unable to attend a market must give notice to HHFM or the Site Coordinator at least 24 hours in advance of the market opening. Merchants who give timely notice will not be charged a fee for that week’s market.

vii. Merchants who do not provide 24 hours’ notice and who do not arrive at the market by market opening will be charged rent for that week.

viii. The Site Coordinator has the right to re-rent stall space to a Daily Merchant if a Seasonal Merchant is absent on a market day.

ix. Seasonal Merchants who attend all market days will receive a credit on the last three weeks’ fees
b) Daily Merchants
   i. All Merchants who do not reserve stall space at a market for the entire season will be considered Daily Merchants.
   ii. The Site Coordinator will assign available stalls to Daily Merchants on market days on a first-come, first-served basis.
   iii. The fee for Daily Merchants is $75 /day for a 10' x 10' stall. Additional 10’ x 10’ stalls are available for $25 for Daily Merchants. Payment is due before market opening.
   iv. First-time Daily Merchants must submit an application and two weeks’ deposit. If the application is rejected, the deposit will be refunded, minus the daily rent for any stall space the applicant may have used while the application was pending. If the application is accepted, the Daily Merchant may apply the balance of their deposit toward space used at the market(s) during the review period.

c) Rules Applicable to All Merchants
   i. Rents are not reimbursable, either in whole or in part, except as specifically provided in these Rules.
   ii. Merchants may not sublease, sell or permit anyone to use their assigned stall space.
   iii. If a market is canceled or a merchant is unable to attend due to acts of God, insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military), strikes, labor unrest or disputes, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, or the like, the merchant will be reimbursed 25% of prepaid rent or deposit allocable to that market day.

d) Equipment
   i. Tents/Canopies must be properly secured upon set up. Failure to properly secure your tents or canopies may result in fines. The Site Coordinator has the right to ask the merchant to remove the tent/canopies if they deem the structure is unsafe or pose a possible hazard.
   ii. Other Equipment such as signs, coolers, tarps, shades, heaters, lights, tables, and or bins must be safely positioned and secured to prevent personal injury. All equipment must be limited to the individual stall area.
   iii. Scales must be legally registered for trade with the City of New York. The scale must be sealed by the New York City Department of Consumer Affairs Weights and Measures.
   iv. Generators must be pre-approved by Harvest Home Administration. The generator must be quiet and pollution free.
   v. Refrigeration must be compact and stored properly under merchant’s stall. The Site Coordinator has the right to inspect the refrigeration unit being used at the market to make sure it is properly sanitized and at the appropriate temperature for all products in the refrigeration.
VII. **MARKET OPERATING PROCEDURES**

a) Markets will be in operation from mid-May through November before Thanksgiving. Except for Harlem Hospital Market, this market is a year round market.

b) Markets will open at 8 a.m. or as scheduled. No product may be sold, distributed or bagged by customers until opening.

c) Merchants should arrive at the market by 7:00 a.m. (or one hour before market opening). For safety reasons, any merchant arriving after opening may be asked to set up in a stall on the periphery of the market.

d) Each merchant must have a sign with the name of the farm or business; farmer’s signs must also have the city and state of the farm.

e) Each merchant may set its own prices.

f) Each merchant is required to post prices in full view of the consuming public with lettering and signs being limited to the individual stall area. Signs must be posted prior to the start of selling any product.

g) All merchants must adhere to Department of Health sanitation requirements. The merchant’s stall, tents/canopy, storage areas and vehicles should be kept free of debris. At the end of the market day, the merchant must leave the stall area swept and cleaned of any debris. Products should be displayed in an attractive manner.

h) Because type of product and cultural practices are important to some customers, HHFM expects members to truthfully represent their products and operations.

i) Animals (except service animals) and bicycles are prohibited in the market area.

j) No smoking will be allowed in the market area.

k) All children in the care of merchant during market hours must be supervised by an adult at the merchant’s stall.

l) Inappropriate language or behavior, profanity, or other harassment or abuse by a merchant toward another merchant, employee, or customer of the market is grounds for immediate and permanent expulsion from the market.

VIII. **ATTENDANCE AND CALCULATION OF SPACE**

a) The Site Coordinator will calculate the merchant’s space each day at the beginning of the market day.

b) Merchants MUST settle any space disputes with the Site Coordinator before opening the market.

c) Merchants MUST to display their products within the stall space rented. Any product displayed outside of the rented space will be charged an additional stall fee.

d) If a merchant needs additional space the Site Coordinator must approve and the merchant must agree to pay the appropriate fee for the additional space.

e) Harvest Home markets operates regardless of weather, failure to show up on a market day is a violation of this agreement. Merchants will be charged stall fees even if absent from the market.

f) If a merchant cannot attend market for any reason they must contact the Site Coordinator or Operations Manager the day before the market. If the Operations Manager or Site Coordinator are not available the merchant must call the Harvest Home office before 4:00 pm the day before the market.

g) Merchants must show up on time for the market, and must stop selling at the close of market; failure to do so may result in fines up to $50.00 per violation.
IX. GRIEVANCE PROCEDURE

a) Any grievance regarding another merchant should not be directed to the merchant in question. Instead, the complaint should be reported to the Site Coordinator who will bring it to the attention of HHFM Administration.

b) To eliminate frivolous complaints, a $100 deposit as a show of good faith must accompany all complaints. The Site Coordinator and/or HHFM will investigate the complaint. If the complaint is legitimate, the complaining merchant will be reimbursed the deposit. If the complaint is found to be frivolous or blatantly false, the merchant forfeits the $100 deposit to the HHFM’s operating funds.

c) The Site Coordinator will notify the offending Merchant and HHFM of any rules violations. HHFM will review the violations and determine consequences, which may include a warning, fine, and/or termination of the merchant’s rights to sell at the market. The merchant may appeal such decision by giving written notice and requesting a meeting with HHFM management.

d) Any fines levied against a merchant must be paid in full by the next market day. Market selling privileges will be suspended until the fine is paid.

e) Merchant complaints against HHFM should be made in writing to the Site Coordinator requesting a meeting to address the grievance.

X. VEHICLES

a) Parking for merchants is conditioned upon the availability of space. If parking is available it will be assigned by the Site Coordinator.

b) Merchants MUST park their vehicles in the assigned space.

c) No idling, once the vehicle is stationed the motor must be turned off.

d) Parking is not guaranteed at Coney Island Market, due to no Department of Transportation (DOT) signs specific for market parking.

XI. Billing and Payment

a) Statements will be issued at the beginning of each month for that month.

b) Merchants who agree to pay monthly MUST send their payment to Harvest Home office by the billing due date, usually by the 5th day of every month.

c) Merchants who agree to pay daily should bring their rents from home and MUST pay the Site Coordinator at the beginning of each market day. Merchants who do not pay at the beginning of the day will be fined $10.

d) Merchants will be charged a $30.00 fine for a returned check.

e) Merchants who think their statement is incorrect must submit the discrepancy in writing with the date, the market, the dollar amount and a brief explanation of the inconsistency. Discrepancy’s must be submitted prior to the billing due date, usually by the 5th day of the month
XII. **NON-DISCRIMINATION**

HHFM will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.

XIII. **MERCHANT AGREEMENT**

All merchants must complete and sign the signature page attached to these Rules and pay the appropriate fee prior to selling. HHFM reserves the right to prohibit anyone from selling at the market and to cancel the privileges of any merchant who, in the opinion of HHFM, has violated these Rules. Merchants may respond in writing to HHFM to offer an explanation of how the violations in question will be remedied. HHFM reserves the right to make a final decision on the response. Fees will not be refunded. Participants wishing to return to the market following expulsion must apply for re-admittance and pay appropriate fee(s) prior to selling.

Please keep these Market Rules and Operating Procedures for your records and return the signature page with your application. Thank you.
MARKET RULES AND OPERATING PROCEDURES AGREEMENT

I, _____________________________, have read the Rules and Operating Procedures of the Harvest Home Farmers’ Market and agree to abide by all of the provisions thereof.

As a merchant renting space in the Harvest Home Farmers’ Markets, I agree to save, hold harmless, and indemnify the Harvest Home Farmers’ Market, its sponsoring agency, members and employees from any and all liability or responsibility pertaining to any damages to person or property on the site leased by me from said market(s), when such damages, or liability, arise out of any acts of my own, or of any of my employees or associates, located at said site.

____________________________  _____________________________  _______________
Merchant Name (please print)   Merchant Signature             Date