



2023 Nashville Farmers' Market Vendor Handbook

Farmers, makers and small businesses are the cornerstone of the Nashville Farmers' Market. Since its inception in the 1800s, NFM offers these small businesses the opportunity to vend 362 days a year. In the summer, NFM also operates an offsite market at Vanderbilt Medical Center.

Benefits to Nashville Farmers' Market vendors:

- A welcoming, diverse community of vendors and supporters
- Easy load-in and load-out options available near each stall
- More than 1,500 surface parking spaces conveniently located within half a mile with dedicated vendor parking lots
- Easy reservations! Sell once or multiple times per week by selecting your dates when applying
- Option to sell year-round or just for the season that your product is available
- Option to be a visiting vendor (perfect for artisans who participate in regional shows)
- Option to sell at the Vanderbilt Farmers' Market
- Option to participate in food justice programs
- Opportunity to be featured in NFM seasonal events, workshops, advertising, etc.
- NFM offers marketing support and assistance with permitting
- Options to pay in full, monthly or weekly

About the Nashville Farmers' Market

NFM operates daily as a retail hub and small business incubation center for farmers, artisans and small businesses that desire to serve the region. NFM is located on a 12-acre property in the urban core of Nashville, within walking distance of many local neighborhoods, including Germantown, Salemtown, the Gulch and the downtown district. The public facility includes two outdoor sheds, a garden center and a food hall offering an international foods market, local artisans and a variety of dining options.

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Applying & Rates

How to Apply:

- Read the 2023 NFM Vendor Policies in full before applying. Submitting your application means you agree to comply with all NFM Vendor Policies.
- Create a profile on Marketspread.com.
- Upload the required documents for your vendor type as listed in the application.
- Answer all questions for approval.
- Select the dates you plan to retail.
- Review your application (incomplete applications will not be considered).
- Pay the \$25 non-refundable application fee to submit your application for approval.

NFM management may request additional information, a site visit, a meeting and/or product samples if we are considering you for approval.

Please Note: the application process to sell at the Nashville Farmers' Market is competitive. We receive hundreds of applications every year, including a large number of returning vendors. Acceptance of vendors will be at the discretions of NFM management. Applications will be approved as needed by the NFM management team based on criteria including, but not limited to:

- *The needs of the Market, including product mix;*
- *Farming practices (for farm businesses);*
- *Extent of local or regional sourcing (for non-farm businesses);*
- *Product quality and fit;*
- *Market-readiness including marketing, branding and merchandising;*
- *For existing vendors, track record with payment, attendance, marketing, etc.*

The Nashville Farmers' Market functions primarily to serve farmers and artisans who grow, craft or otherwise produce their own wares, and the consumers who wish to support these producers. Farmers and artisans bringing their own products to market will be given priority consideration in the application process. Only applicants that meet the NFM's vendor standards and eligibility criteria will be considered for approval. For a full description of approved vendor types, please see appendix pages 17-19. NFM management reserves the right to deny the application of any vendor for any reason in addition to discrimination as outlined in the Harassment-Free Workplace policy (page 14).

Required Documents

Insurance: All vendors must carry insurance for general liability and property damage, as well as product liability coverage, at minimum of \$1 million. The policy shall name Metro Nashville Government and the Nashville Farmers' Market as additional insured and shall maintain all other coverage as required by law. A copy of the Certificate of Insurance must be provided with the application. If insurance expires during the season, the farmer or producer must provide a copy of

the renewed insurance policy at the time of policy expiration.

Licenses/Permits: Vendors must provide business licenses, sales tax certificates and other applicable documents to their business such as Health Department inspections and Department of Agriculture certificates. All products must comply with local, state, and/or federal health ordinances, and applying farmers and producers must provide documentation of compliance as required when submitting the application. **Applications are not considered complete without all applicable permits.**

Rates: Farm Shed rates for the 2023 season:

- \$25 Application Fee to be paid in full with application each season
- \$25 Approval Fee for new vendors only once approved for vending
- \$60 per Booth for Saturday or Sunday (\$75 for corner placements)
- \$30 per Booth for Friday (\$40 for corner placements)
- \$500 per month for Farm Shed Membership (\$600 for corner placements)
- \$75 per day for Food Trucks
- \$50 Fee for Policy Violations per occurrence

Regular and Visiting Vendors: Visiting and weekly vendors are approved as needed by NFM management. Single-day vendors are not permitted to store or maintain merchandising units on-premises. Seasonal and visiting vendors must select a minimum of six market dates to be approved.

Farm Shed Membership: Vendors who can commit to Friday-Sunday vending in Peak season and Saturday & Sunday vending in Winter season can apply for a Farm Shed Membership for full year, peak or winter season. Membership includes a guaranteed space for the requested season, on-site storage, in-booth cooler and electric fees and priority placement. Only vendors in good standing and who have completed the new vendor probationary period will be considered for membership. Vendors can indicate interest in securing a Membership on their application, though approval is at the discretion of NFM management and subject to space availability.

Please contact the Program Coordinator for more information on required documentation, assistance with permitting and questions about the application process.

Approval & Placement

New Vendor Clause: New vendors will be charged a one-time approval fee (\$25.) Once approved for the market, they are subject to a 90-day probationary period. During this time, vendors must demonstrate an understanding of and adherence to Nashville Farmers' Market rules and guidelines. This includes, but is not limited to, attendance, payment and sales reporting, behavior and marketing practices. New vendors who are in violation of the rules and guidelines will be removed from the schedule and will not be considered for future seasons.

Vendor Placement: NFM management will try to accommodate vendor location preferences when making rental space assignments. However, the exact location of rental spaces that will be assigned to and reserved for each vendor will be determined based on the vendor type and the spaces available at the sole discretion of NFM management. Vendors interested in corner placements must indicate so on their application, but demonstrating interest does not guarantee corner placement, as those spaces are limited.

ONLY vendors with Membership or rental agreements have privileges (detailed by their agreements) associated with the location of their assigned spaces beyond the period for which they have pre-paid for continuous occupancy. At the full discretion of NFM management, all other vendors are subject to being assigned different rental spaces in any location at any time.

Vendors are responsible for reviewing their weekly invoice for their booth assignment, as it is subject to change week to week. For example, if a vendor is in booth 219, their weekly invoice will say "Area 1 – 219."

Approved Products: Vendors are only allowed to sell the products listed in their approved application for the current season. In addition to the products expressly outlined in a vendor's application, they may, however, include branded items to promote their individual business as a part of their booth offerings. Branded items are limited to t-shirts, stickers, magnets and hats and must prominently display the business' name and/or logo.

Surrender of Space: At the end of each period for which vendors have properly paid rent, vendors must surrender the rented space in the same condition and cleanliness (ordinary wear and tear excepted) as when they took possession and are responsible for the costs of any cleaning or repairs deemed necessary by NFM management. If vendors fail to surrender rental space at the end of the period in which it was rented, NFM management may consider all effects remaining therein as abandoned and act accordingly, as well as impose any associated penalties.

Farm Visits and Inspections: All farmers and producers are subject to periodic farm or business visits and inspections. NFM representatives may visit any farm or establishment used by its farmer or producers during normal business hours (8 a.m.–5 p.m.) to verify compliance with the producer-only requirement. *Such inspections may or may not be announced.* The farmer or producer must provide any help necessary to thoroughly document the establishment or property being inspected along with the products being brought to market and/or listed in the annual application. Failure to permit a farm visit or inspection of an establishment used for processing product(s) may result in lease suspension or termination.

Staff & Services

NFM Management: NFM management is responsible for administering and enforcing all Market rules, policies and procedures, as well as ensuring public safety, assigning booths, administering SNAP incentive programs and distribution, hosting market kitchen demonstrations and managing market events and festivals. NFM management is instructed to handle and resolve any issues that may arise during a market day, and all NFM staff members have authority to resolve issues in a civil and efficient manner.

- **Yolanda Manning, Farmers' Market Coordinator:** yolanda.manning@nashville.gov
- **Heather Hoch, Program Manager:** heather.hoch@nashville.gov
- **Darrell Lane, Executive Director:** darrell.lane@nashville.gov
- **Charles Kizer, Facilities Manager:** charles.kizer@nashville.gov
- **David Griffin, Finance Manager:** david.griffin@nashville.gov
- **Courtney Cotton, Marketing Manager:** courtney.cotton@nashville.gov
- **David Hornbeck, Facilities Coordinator:** david.hornbeck@nashville.gov

Security: Security personnel are on NFM property to provide public safety and regulate after-hours entrance to the premises. Call 9-1-1 if there is a medical emergency. If you need to report a safety or security concern, please contact a member of the security team immediately.

Security Number: (615) 710-3578

Although NFM has on-site security 24/7, securing individual property, including merchandise and cash, is the sole responsibility of each vendor. If you leave property on premises overnight, it is best practice to cover, rope off and otherwise obscure access to the items you've left, as our security team is tasked with overall market security and not that of individual booths. If you believe something has been stolen from your booth space, it is up to you to file a police report if you believe the theft warrants it.

Janitorial Services: Janitorial services are contracted to provide cleaning and sanitation of common areas, restrooms, waste receptacles and grounds. If there is a janitorial issue, please contact NFM management or security personnel to report the issue immediately.

Marketing and Social Media: NFM uses its marketing and social media to support the events and operations of the Market as a whole. As independent businesses, vendors are expected to execute their own marketing and social media plans. NFM management uses marketing funds and assets, ads, newsletters, blogs and social media at the discretion of NFM management. However, tagging NFM accounts and informing NFM's Marketing Coordinator of special deals, events and products that vendors may have can increase inclusion in Market-related media.

The 411: NFM management communicates with vendors through regular newsletters called the 411. These newsletters are used to inform vendors of upcoming events, promotional options, scheduled meetings and policy updates/reminders. Vendors are responsible for reviewing these newsletters to stay informed regarding NFM happenings.

Payment & Cancellations

Advance Payment: All vendors are expected to make payment in advance using the online payment portal on Marketspread to confirm reservations. It is the vendor's responsibility to remain in good standing. Any past due payments carried into a new month are subject to late fee charges (\$50) and can result in suspension of vending privileges on repeated offense.

Payment Types: No cash payments will be accepted. Credit/debit payments can be made online or at the NFM office during payment hours. Checks and money orders can be mailed or dropped off in person at the NFM office during office hours or in the safe drop box outside the NFM office door for after hours payments. Checks are only acceptable from vendor accounts in good standing. Returned, (or "bounced,") checks are automatically sent to Metro Nashville Government's collections department.

Reservation Cancellation, No-Shows & Refund Requests: Upon approval of the vendor's market dates, the vendor accepts responsibility for each approved market date. Market dates may be amended or cancelled by a written request to NFM management 7 days in advance. Vendors are responsible for all rental fees for dates cancelled in less than 7 days. Requests for refunds or credits will not be provided unless accompanied by a written approval from NFM management. No shows will forfeit booth fees and are subject to a penalty fee (\$50) for each occurrence. Three no show offenses will result in season termination.

Please contact the Finance Manager for payment information.

Vending at the Market

Market Day Hours of Operation:

Peak Season Hours (May–November): 8 a.m.– 4 p.m.

Winter Season Hours (December–April): 9 a.m.–2 p.m.

Market vendors must set up and retail for all scheduled vending dates from 9 a.m. – 2 p.m. in peak season and 10 a.m. – 2 p.m. in winter season at minimum. Any vendor desiring to close before the end of the market day due to product availability must seek approval in advance from NFM management. Repeated, unapproved late arrival or early departure constitutes a policy violation.

Set-Up and Break-Down: A vendor may only load in merchandise and/or equipment before 9 a.m. and load out after 2 p.m. during each scheduled vending day and must immediately move any vehicle into designated parking areas after load in occurs. During promoted Market days, barricades will be placed at the northern gate entrance at 9:30AM to cut off vehicle traffic to the Farm Shed area via the parkside roadway. Additionally, at 10AM, the southern exit will be barricaded off on the eastern side to vehicle traffic.

Vendors or employees may seek special permission to load/unload a vehicle during restricted hours by calling Security and providing all information required by the responding officer, such as vehicle type and loading time frame. Vehicles must be turned off while load in and out occurs, idling is not permitted on NFM premises.

Vendors must stay within boundaries of their rented, assigned space(s). The placement of merchandise or other items in the aisles or anywhere outside the rented space(s) is prohibited. Blocking a roadway with merchandise, equipment or for loading/unloading purposes is strictly prohibited. Only Farm Shed Membership vendors are permitted to store approved merchandising units on-site after vending hours. Changing booths from assigned placements without written approval from NFM management constitutes a policy violation.

Before moving a vehicle inside the iron fence for load out, all merchandise and other items must be packed and ready to load. NFM or security staff may announce exceptions to vehicle loading/unloading requirements for inclement weather or emergencies.

Sales Reporting: NFM requires sales reporting for all vendors. At the end of each scheduled vending day, Marketspread will send an e-mail prompting vendors to submit sales information for that day. If a vendor is unable to access Marketspread on a regular basis, the vendor will need to contact the Finance Manager so they can be provided an alternative method for submitting sales data. Repeated withholding of sales information constitutes a policy violation.

Parking: All vendors are required to park in designated, permitted areas when participating at the Market. Vendors retailing Monday through Friday will receive a parking pass to park in a designated area after loading in. All vendors retailing Saturday and/or Sunday are required to park in the nearby state parking lots after load-in to ensure adequate parking availability for NFM customers. (See map below for lot locations)

Parking in fire lanes, doorways or places not designated as parking or loading zones is always prohibited. Overnight parking is strictly prohibited. NFM management will provide alternative

parking instructions in any instance when designated areas are impacted by road or lot closures. Vendors who are permitted to leave trailers on-site to aid in vending operations during the day must have written approval from NFM management and must unhitch any vehicle attached to the trailer and park it in a designated parking area. All other fence-line parking permits are limited to those who qualify as disabled under 42 U.S.C.A. § 12102 and Tenn. Code Ann. § 4-21-102. Further documentation—including, but not limited to, state-issued handicap placards and medical records—may be required upon application for such an accommodation.

WHERE TO PARK

AT THE



PARK FOR FREE ON THE WEEKENDS

at designated Farmers Markets' Lots on 6th Ave. or the corner of Rosa Parks and James Robertson

Vendors who violate the parking policies of the market may be towed at the owner's expense.

Booth Set-Up: All booths must have space to assist customers within the 10'x20' rented area. Aisles should remain clear to allow for the flow of traffic. Be sure to allow for customer service within the bounds of your space in the following ways:

- U-shaped booths or other booth layouts that allow customers to walk into a booth and pay outside of the aisleway can be aligned to the edge of the aisle
- For tables/counters that go straight across the width of a booth, tables must be pushed back from the aisle at least two feet to ensure customers can stand within your rented area while you assist them. The 2 foot line is marked in yellow on each booth space.

Booth Height: Any merchandising units taller than 4 feet must remain 10 feet back in your booth to allow for a clear line of sight for your neighboring vendors. If you can't see your neighbor's booth,

your setup needs to be readjusted. Line of sight requirements are made at the discretion of NFM management, and any equipment found to obstruct views around the shed must be reoriented or removed per NFM management request. The 10 foot line is marked in red on each booth space and every column has a green marker to indicate 4 feet high.

Merchandising: Vendors should maintain professional merchandising by using tablecloths, properly disposing of waste, displaying prices and ensuring that their merchandise and decorations are secure (will not blow away, etc.). Vendors are encouraged to utilize Market best practices when designing their retail booth, including:

- If you have an established customer base and need more space, consider renting a corner space, adding a stall and/or setting up in a U-shape to maximize merchandising area.
- Use as much table frontage as you can.
- If you plan to sample, utilize the center of your table for this purpose.
- Keep your displays full and always utilize the “pile-it-high” method: the more full your display, the more you sell.
- Tilt or tier your produce, boxes and baskets to create levels and a tumbling effect.
- Use elevated bushel baskets, crates, etc. for easy access and handling.
- Conceal storage under tables.
- Restock after morning rush and keep your tables balanced, neat and full.
- Consider how to draw attention using color contrast with decor, linens and products.
- Display at a convenient height — never on the ground or above eye level.
- Review your product signage frequently to ensure that it is easy to read and appealing.
- Show off your farm, kitchen, studio, workshop, etc. with photos on your signs, in a display book or on your promotional materials.
- Give your customers reasons to buy more products using sales and promotions, recipes, added-value items, etc.

Signage: Vendors are required to display signage of their company name and location in their booth. Pricing must be listed by type/weight (price sheet, signs or priced on item) throughout each market day. Additionally, vendors supplementing merchandise must provide signage with the farm/business name and location of the supplemented products. Vendors are not allowed to tape or wrap signs to the columns in the sheds. A-frame signs must be contained within the rented booth space. Signage must be wind-resistant and appropriate for an outdoor marketplace (no poster board or loose paper). Only Membership vendors with signed agreements may hang signage from NFM building fixtures. Vendors may use TVs to display menus and other marketing elements. TVs can be no larger than 24” and must be muted.

Customer Service: Vendors are required to provide excellent customer service to all customers when retailing at NFM. Be ready on time; greet each customer (learn names when possible); be respectful, knowledgeable and positive when interacting with customers; acknowledge waiting customers; and be aware of how long they are waiting to be checked out (add staff to your booth to speed up customer service if necessary). Engage customers with added-value products, recipes and samples.

Sampling: Vendors are permitted to serve product samples to visitors in single servings that can easily be grabbed individually. All food samples must be kept at proper food safety temperatures and abide by all regular Metro Nashville Health Department guidelines.

Cameras: Although vendors are generally responsible for the security of their stations, Nashville Farmers' Market has security cameras placed throughout the Farm Sheds to monitor the property as a whole. If a vendor or patron requests to capture video in response to a crime and the request is timely brought to NFM management's attention, it will review relevant footage and release the footage to law enforcement at the discretion of NFM management. Vendors may place cameras within their rented booth area only with written permission from NFM management after reviewing your camera placement and sample footage. Vendors are not permitted to place cameras on Market columns or other Market fixtures. Vendors may only record footage within their booth and may not record other booths or vendors. Vendors cannot leave cameras on once scheduled vending hours have ended. Violation of any of these policies will result in immediate removal of cameras and can result in suspension of vending season.

Tents & Shades: Shed vendors may use a 10' x 10' tent with one back wall in the back space of their booth during Winter Season (Dec-Apr) only. Tents must be in good condition, have straight legs and only advertise individual vendor logos (no other logos are allowed). Tents must be weighted with 10 lbs. on each leg. Since tent weights must be attached to each leg, concrete blocks are not acceptable. Tents must be taken down and taken off site at the end of each day. Tents cannot be left overnight even if you are booked for consecutive days. Tarps utilized as tents or tent walls are strictly prohibited.

NFM management has approved [one style of retractable sun shade](#) for vendor use during summer months to help mitigate some of the more intense morning/afternoon rays. Vendors will be responsible for purchasing, installing and maintaining their own sun shades. Please note: if you are not a Membership vendor with a designated and leased space for the season, your booth placement may change from week to week, which should be considered before purchasing and installing any Market equipment that you may need to move. Large, patio-style umbrellas are permitted for Peak Season use as well, if umbrellas comply with booth height guidelines.

Market Property: No signs, banners, nails, screws or advertising material may be placed on any market building, walls, or doors without written approval from NFM management. Hanging or attaching anything to gutters and downspouts of the buildings or sheds is prohibited. Hanging or attaching anything to the rafters in sheds is prohibited unless the vendor has received written approval from NFM management.

Electricity: Electrical outlet use is permitted and included in booth rental fees. Vendors using NFM electrical outlets must comply with all the following requirements:

- Only one heavy-duty, undamaged UL-listed extension cord may be used per electrical outlet.
- Extension cords, power strips and surge protectors must be provided by the vendor and must be secured in a manner that does not create a public safety hazard.
- Cords and power strips may NOT be placed in walkways.

- Outlets are 110 volts and 20 amps.

Coolers/Freezers: Vendors are limited to a maximum of 40 cubic feet of cooling or freezing equipment per booth. All coolers and freezer must adhere to regular electrical policies. Merchandise stored within coolers and freezers are the sole responsibility of the vendor. NFM is not liable for product loss associated with any merchandise storage. Use of NFM-maintained or vendor-maintained walk-in coolers or freezers come with additional use policies and fees. Walk-in installation and/or usage is only allowed with written permission from NFM management and fee payment due on signing of cooler agreement.

Heaters: Vendors are permitted to use personal heaters subject to all regular electrical policies. Fire safety regulations require that vendors maintain a minimum 3 feet of clearance around heaters. Heater fuel must be stored safely away from heater. Heaters with open flames are not permitted. Heaters using fuel must have adequate ventilation. Only heaters of the following types are permitted:



Approved Heaters for use in the Farm Sheds

Electric Radiator Heater



Electric Space Heater, Fan Forced



Ceramic Electric Heaters



Forced Air Kerosene/Diesel Heaters



Garbage/Refuse: NFM offers recycling, compost and landfill waste collection at the on-premises waste center. All recycling, compost and garbage must be removed from rented space to the appropriate bin at the end of each day. To keep the Market area clean and presentable for

customers, vendors must break down boxes, store trash in an orderly manner and bring any excessive refuse to the waste center as needed.

After-Hours Entry: Only authorized persons will be permitted to enter after hours. For after-hours entry to the premises, individuals must contact NFM Security for approval.

Supplementing Products: Only Membership vendors are permitted to supplement their own products with an approved vendor's products. See Membership agreement for policies on supplementing.

Prohibited Items: Selling or displaying any of the following is strictly prohibited:

- Items that violate federal, state, or local laws
- Stolen or counterfeit items
- Medications of any type
- Live animals
- Weapons (anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury; or anything that in the manner of its intended use is capable of causing death or serious bodily injury)
- Items, including signage and literature, that, at the sole determination of NFM management, that are obscene or otherwise condone or display nudity, racism, sexism, etc. in violation of the Harassment-Free Workplace policy (page 14).

Alcoholic Beverages and Other Controlled Substances: At all times and in all instances, the sale and consumption of alcoholic beverages at NFM shall be in accordance with the approval and regulations of all state and local government regulatory agencies charged with the oversight thereof. Additionally, no alcoholic beverages shall be kept, bought, or sold in any rental space or other NFM location except pursuant to a current lease or as may be approved for an event. Consumption of alcoholic beverages is prohibited by any vendor or vendor's staff during scheduled time of employment. NFM approval relating to alcoholic beverages shall not indicate or otherwise imply regulatory approval or compliance, which is not within NFM purview. No illegal substances shall be consumed, kept, bought, or sold in any rental space or other NFM location.

Smoking and Vaping: Smoking and vaping are prohibited on Market grounds (inside the NFM iron gates, patio areas, Farm Sheds and inside the Market House).

Pets: Leashed pets and service animals are permitted inside the iron fence, in and between the sheds and within patio areas. Only licensed service animals are allowed inside the Market House. Vendors are not permitted to bring domestic pets to the market during vending hours, unless it is a licensed service or therapy animals.

Soliciting: Soliciting is prohibited without written authorization from NFM management. This includes, but is not limited to, ambush marketing and petitioners. Individuals and organizations are not permitted to solicit outside of or without an assigned booth space.

Inclement Weather Policy: NFM is open rain or shine. Failure to attend on poor weather days will count towards your total absences and impact decisions for future application approval. NFM management will make decisions to alter market operations and hours based on weather reports and on-site market conditions. It is the authority of NFM management staff to close the market early, open the market late or cancel a market day due to severe or inclement weather.

During inclement weather events, it is up to the individual vendors to weigh factors and make a decision about whether or not to attend market that day. Absences due to severe or hazardous weather (not just rain) will not count against market attendance records. Refunds and credits will not be provided for inclement weather closure except with written approval from NFM management.

Rules of Conduct

Vendor Conduct: NFM management expects all vendors and their staff to conduct themselves in a manner that contributes to a positive shopping experience for our customers. This includes, but is not limited to: not idling your engine, not playing loud music, refraining from smoking, properly securing your tent/canopy/umbrella, rule compliance and customer service. Your staff should be well-versed in the products they are selling and provide positive customer service to ensure a pleasant shopping experience.

We ask that vendors not leave their booths unattended during market hours. If you are working alone and need a break, please ask a neighbor, staff member or security personnel to fill in for you. Children must stay within their parent/guardian's rented booth area and not disrupt neighboring vendors, unless under direct supervision by their parent/guardian. However, it is best practice to not bring children to vending days so you can focus on customer engagement. Courtesy and respect are essential to the success of the Market and its vendors.

NFM management expects market participants to be honest and to conduct themselves in a courteous and friendly manner with other market participants, staff, service providers and shoppers. Inappropriate conduct or language toward other vendors, customers, or management — whether in person or by electronic media — will not be tolerated and may be grounds for immediate termination and dismissal from the Market.

Harassment-Free Workplace: The following is applicable to all vendors and their staffs, NFM staff, service providers and board members. Anyone who experiences harassment is encouraged to report the incident to NFM management. Any vendor found to be violating this policy is subject to penalties, including possible suspension or expulsion from the Market.

NFM is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices including harassment. Therefore, NFM expects that all relationships among persons in the office and markets will be businesslike and free of bias, prejudice and harassment. It is the policy of NFM to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, immigration status, age, disability, genetic information, marital status, amnesty or status as a covered veteran. NFM prohibits any such discrimination or harassment. Please see the appendix (page 19) for a full definition of harassment.

Grievance Policy: If a vendor has a grievance regarding the Market, its staff or any member of the vending community, it must be submitted in written statement to Market management within 48 hours of the occurrence so the claim can be properly investigated. If the grievance is related to Market management in particular, please direct your written statement to the NFM Board Chair within 48 hours of the occurrence. NFM prohibits retaliation against any individual reporting or participating in an investigation. NFM seeks to foster a safe and inclusive environment for all, and grievance claims will be pursued with the utmost concern and promptness to insure resolution.

Please contact the Executive Director if you have experienced a violation of any of these rules.

Programs

The Nashville Farmers' Market offers a variety of programs, which qualifying vendors are encouraged to take advantage of:

Off-Site Markets: NFM sponsors and administers special farmers markets to augment peak-season demands in the area, including the Vanderbilt Farmers' Market. To [apply for an off-site market](#), follow the same process on Marketspread, but select the unique market you want to vend at.

New Farmers: Farmers operating under the defined "farmer" designation in the appendix that have been growing 5 years or less can qualify for discounted booth rental fees for their first NFM vending season. Additional support with acquiring permits/licenses, marketing/merchandising and other Market-related activities will be provided in addition to inclusion on communications for training and funding opportunities through the USDA, TDA and other organizations.

Fresh Bucks: All farm vendors can participate in the NFM SNAP incentive program called [Fresh Bucks](#). The program offers EBT customers an opportunity to double their food incentive dollars by exchanging qualifying EBT receipts for wooden tokens. Vendors participating in the SNAP incentive program must submit their annual agreement, be approved to accept EBT through the USDA and submit tokens for reimbursement each month. Farmers seeking to occupy two or more booth spaces are required to accept EBT and participate in the Fresh Bucks program.

Value Add Commissary Facility

NFM is opening a rentable production facility on the south end of the Market House called the Grow Local Commissary. This facility will provide farmers and artisans with the space and equipment needed for producing value-added products to limit food waste. It will include vegetable-washing spaces, ovens, a blast chiller, a tilt skillet, a steam kettle and more.

Events: NFM hosts many events annually, including weekend festivals and other promotional events. These events provide vendors with an opportunity to reach a large audience and market seasonal goods. Vendors can also sponsor music, activities and more for our festivals in exchange for special promotion in conjunction with the event. The 2023 Festival schedule is as follows:

- Saturday, May 13: Strawberry Jubilee
- Saturday, June 17: Peach Jam
- Saturday, July 15: Tomat-O-Rama
- Saturday, Sept. 30: Fall Ball, Y'all!
- Saturday, Nov. 4: Turnip Green Festival

Please contact the Farmers' Market Coordinator for information regarding these programs.

Agreement & Penalties

By submitting an application, vendors agree that they have read the Nashville Farmers' Market Vendor Policy Handbook and agree to adhere to all policies outlined in the document.

Violations and Penalties: Violations or failure to comply with any NFM rules and policies will generally result in the following disciplinary action:

- **1st Offense:** A verbal warning with documentation of the policy offense.
- **2nd Offense:** A written warning and a \$50 policy violation fee.
- **3rd Offense:** Suspension of vending or Membership for a period of time designated by NFM management.
- **4th Offense:** Termination of remaining 2023 season with immediate removal of all equipment and merchandise from premises.

Penalties may vary depending on the severity of the offense, and the NFM staff may apply such penalties at its discretion. All violations of NFM rules, policies or directives constitute a breach of license to operate at the Market. Extreme violations can result in the permanent loss of any or all NFM privileges and contract termination, as well as associated charges, fees, and damages.

Amending Policies: NFM Policies may be altered, amended, or replaced by a majority vote of the Farmers' Market Board at any regular or special meeting. Proposed changes to the Guidelines must be filed with the Board Chair in writing at least 7 days before the meeting during which it is to be considered and before the notice of such meeting has been provided to the Members.

Indemnity Agreement: In consideration of the Metropolitan Government of Nashville and Davidson County, Nashville Farmers' Market granting license to rent, occupy, and do business from assigned space at the Nashville Farmers' Market, I, the applicant, hereby indemnify and hold harmless the Nashville Farmers' Market from and against any and all claims, demands, actions, losses, obligations, costs, charges, expenses, judgments, damages, and liabilities whatsoever (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and other consultants), which Nashville Farmers' Market may sustain, suffer, or incur by reason of, in connection with, or arising out of the activities or use of Nashville Farmers' Market facilities by me or by my employees, family, agents, contractors, or invitees, and shall therefore assume any and all responsibility and liability. I understand that I am responsible for my own general and product liability insurance.

In the event that I fail to indemnify and hold harmless as herein agreed, the Nashville Farmers' Market shall have full rights to defend, pay or settle said claim on its behalf without notice to me and with full rights to recourse against me for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim. In the event of default, I further agree to pay all reasonable legal fees and expenses necessary to enforce this agreement. This agreement shall be unlimited as to amount and duration.

APPENDIX

Definitions of Vendor Types:

Farmers: An individual who makes or intends to make a substantial portion of their income from producing permitted farm products and who must demonstrate ownership or leasehold rights to the land being farmed during the entire growing season or must have use rights pursuant to the government-sponsored or nonprofit training program whose purpose is to aid farmers and their endeavors. The farmer vendor designation may include family members and may consist of a corporation, partnership or collective, provided that the person holding the largest number of shares in the corporation meets all farmer standards. The farmer must possess all required permits and/or licenses and must submit a completed application specifying the permitted and supplemental farm products the applicant wishes to sell at the market. The Executive Director or NFM designee will perform a farm inspection to determine if the farmer is involved in production of permitted farm products as listed on the application. NFM reserves the right to re-inspect any farm at any time to ensure that all products sold may be approved for that farmer. Farmers may supplement up to an average of 25% of annual products retailed at the market with products from another approved vendor. Farmers must provide contact information as well as any relevant permits and licenses for supplemental products. Any farmer supplementing products must label supplemented goods with the location it was produced in addition to regular pricing signage requirements.

Farmer/Dealers: Any vendor retailing more than 10% of products from another farm will be classified as a farmer/dealer and must adhere to the standards below. A farmer/dealer is a group of up to eight farmers who meet all regular farmer requirements but wish to cooperatively market farm products with other farmers. Collective applications are not designed to provide one farmer a means of wholesaling products of different farms at the market. Up to eight farmers may apply as a farmer/dealer for the purpose of selling permitted and supplemental farm products at the market. The farmer/dealer may include family members and may consist of a corporation, partnership or collective, provided that the person holding the largest number of shares in the corporation meets all regular farmer standards. Any farmer named on a farmer/dealer application may represent any or all of the holders of that group at the market. The farmer/dealer must possess all required permits and licenses, and submit a completed application specifying the permitted and supplemental farm products the applicant wishes to sell at the market. The Executive Director or NFM designee will perform a farm inspection to determine if the farmer/dealer is involved in production of permitted farm products as listed on the application.

Specialty/Food Artisan: A person who prepares and produces a high-quality, distinctive food and/or beverage product in small quantities, usually by hand or by using traditional methods in accordance with the definition of and standards for permitted merchandise. The artisan must possess all required permits and licenses, submit a completed application and document the location of the kitchen where the applicant(s) will be producing, packaging, and labeling the permitted products. (Unless operating under relevant Cottage Food Law provisions) Permitted

merchandise includes: baked goods (breads, pastries, cobblers, etc.); cheese and related dairy products; confectionary products; brewed and/or fermented products; beverages (lemonade, juice, etc.); dog and cat treats; jams and jellies; salsa, sauces, and other condiments; herbs, spices and oil blends; tea, coffee, cocoa and other bottled or dry packed beverages; and other packaged and prepared foods upon review and approval by the Executive Director. Consideration will be prioritized for applicants who exhibit originality, skill, mastery, talent or great potential to make exceptional products.

Craft Vendor: A person who designs and produces individually handcrafted items in accordance with the definition of and standards for permitted merchandise. The craftsperson must possess all required permits and licenses and submit an application demonstrating the location of the studio or workshop where the applicant(s) will be producing the permitted products. Permitted merchandise must be a handmade article or item that resulted from combining a variety of materials, creative energy and skill, including: bath and body products; candles and wax products; glass, pottery and ceramics; handmade clothing and other fabrics; leather, yarn, or woven articles; pre-made fabric with hand-painted, airbrushed, tie-dyed or appliquéd surface design; original print production/reproduction; handmade stationary and paper products; jewelry and beading; metalwork and woodcraft; painting, sculpture or other original artwork; photography with or without handmade presentation; found, recycled and pre-existing objects as elements of products; hands-on experiences (face painting, design/art studio, weaving, etc.); or other crafted products upon review and approval by the executive director. Consideration will be prioritized for applicants who exhibit originality, skill, mastery, talent or great potential to make exceptional products.

Flea Vendor: A person who retails vintage, international or flea market items in accordance with the definition of and standards for permitted merchandise. The flea vendor must possess all required permits and licenses and complete and submit an application demonstrating the product(s) they wish to retail. Permitted merchandise includes: international artisan goods (including labeled, prepared and packaged food and beverage); international or vintage goods and textiles (original art, collectibles, jewelry, baskets, handcrafted and imported items, woven rugs, linens, new and secondhand clothing); woodwork; metalwork; woven and handcrafted goods; musical instruments, vinyl records and memorabilia; and perfume, oils and incense if properly packaged. Prohibited merchandise includes: beauty, personal care or cleaning products; CDs/DVDs; electronic equipment or accessories; used household or baby gear products; knock-off, stolen, recalled or counterfeit goods; firearms, gunpowder, fireworks or explosives; tobacco and vapor products; commercial services and sales (insurance, travel, etc.); and bottled beverages, snacks or concessions. Consideration will be prioritized for applicants who exhibit originality and showcase exceptional products.

Food Truck Vendor: An individual cooking and selling food and/or beverages on a vehicle or cart. Some, including ice cream trucks, sell frozen or prepackaged food; others have on-board kitchens and prepare food from scratch. The market offers limited availability for food trucks and street food carts to participate at the market. A food truck or cart must possess all required permits and or licenses, submit a vendor application specifying the menu and products that the applicant wishes to sell at the market.

Definitions of Harassment:

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- A) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
- B) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals
- C) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment-

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different genders. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, sexual orientation, national origin, immigration status or citizenship, age, disability, marital status, genetic information, veteran status, or any other characteristic protected by law or that of their relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

These policies apply to all applicants' employees and off-site markets where NFM operates, whether related to conduct engaged in by fellow employees or someone not directly connected to NFM (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.