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TOWN OF STEILACOOM FARMERS MARKET

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OVERVIEW

The Town of Steilacoom Market (the Market) aims to foster and connect community through a focus on fresh, healthful food grown locally and sustainably supplementary with artisan crafts and performance that value human imagination and skill. Ideally the market rules are simply those of mutual respect between people, respect for surroundings and property, common courtesy, and common sense.

The 2009 Steilacoom Market is fully supported by the Town of Steilacoom (the Town). The Market is facilitated, coordinated, and managed by a volunteer Steilacoom Market Board (The Board). With an approval from the Town, the Board has adopted the following specific guidelines as outlined in the Washington State Farmers Market Association (WSFMA) Handbook. The complete WSFMA regulations can be found in their "Getting Back to Our Roots Guide" and on the website: www.wafarmersmarkets.com.

The Town and the Board disclaim any and all liability that may arise from the sale of goods by the vendors or by the conduct of the vendors and do not guarantee the marketability of vendors' goods or success of the vendors' efforts.

CONTACT INFORMATION

If you would like get general information regarding the Market and its operations, please contact Kelly Barkhurst at (253) 229-5175 or e-mail: kellybarkhurst@yahoo.com.

If you are interested in becoming a vendor at the Market, please contact Voraya Srisamang at (253) 581-1630 or e-mail: vorayas@msn.com.

If you have any questions or would like information regarding the Town of Steilacoom, please contact the Town of Steilacoom at (253) 581-1912 or visit website www.townofsteilacoom.org.

LOCATIONS, HOURS, DATES

The Market is located in downtown Steilacoom on the Multi-Purpose Courts on Lafayette Street. The Market hours are 3 to 7 pm on Wednesdays from June 24 to August 19, 2009.

VENDOR/PRODUCT CATEGORIES

All vendors must be Washington state farms and businesses. All products must be grown or produced in Washington State. No reselling or franchise sales are allowed.

- a) *Farmers* - Vendors selling farm products including fresh whole intact vegetables, fruits, berries, herbs, nuts, flowers, plants ARE NOT REQUIRED to share the cost of the health blanket permit. However, IF YOU SERVE SAMPLES, then YOU ARE REQUIRED to share this cost.
- b) *Processors* - Vendors selling harvested products such as honey, seafood, meat, poultry, eggs and dairy products will be required to share the cost of the health blanket permit. All seafood sold at the Market must originate from the greater Pacific Northwest of Washington, Oregon, Alaska and British Columbia. Processors also include vendors selling value added products, through hands on processing of fresh food products such as smoked meat, cheese, baked goods, preserved, wine, etc. Processors ARE REQUIRED to share the cost of the health blanket permit. All food vendors are responsible for the individual Temporary Food Establishment (TFE) Pierce County health permit.

- c) Crafters - **All** craft products must be handcrafted by the vendor in the state of Washington and approved by the Market Manager and the Market Vendor Committee. Selection will be based on quality & originality of product. Crafters ARE NOT REQUIRED to share the cost of the Health Department Blanket Permit.
- d) Communities- Vendors in this category include Steilacoom-based organizations such as youth groups (scouts, etc.) and non-profit organizations such as gardening clubs, etc., are encouraged to submit application for review to participate at the market. Community vendors are exempt from the cost of the Health Department Blanket Permit.

VENDOR RATIO

The Market strives to provide a market place where fresh, local and wholesome products are sold. **The ideal balance for the Market is to have farmer vendors at 50% or more of the total number of vendors combined at the Market.** Therefore, agricultural products will be given priority over other product categories. The Market generally does not offer exclusive rights to vendors to sell any one product so that customers may benefit from having choices. The Market reserves the right to adjust the ideal balance as deemed appropriate at any time.

MARKET DAY RESPONSIBILITIES

The markets are community events where many diverse people are gathered to shop and sell. Vendors and their representatives are expected to conduct themselves in a respectful, safe, courteous, and harmonious manner with customers, market volunteers, and with each other.

- a) Absence & Cancellations - Vendors with paid reservations are responsible for occupying that space on each market day. Vendors not able to attend a reserved market day are required to notify Kelly Barkhurst at (253) 229-5175 or Voraya Srisamang at (253) 581-1630 at least 48 hours prior to the market day, or the paid reservation will be forfeited. Repeated non-appearance (more than 3 times) may result in the loss of market participation.
- b) Arrival - Vendors are required to register their attendance from 30 minutes up to 2 hours prior to market opening. If the vendor is not present at the Market 30 minutes before the start of the market, the stall may not be longer available for the assigned vendor. Repeat violations may result in first come first serve basis for available space. Due to traffic safety, vendor vehicles arriving less than 30 minutes mark may not be allowed to pass the road blockage.
Street Closing: Wilkes Street will be (or may be depending on the volume), closed from noon to 9:00 pm.
- c) Unloading - Between 30 minutes and 2 hours prior to the market opening, vendors may enter the Market area with their vehicles for the purpose of unloading only. No vehicles will be allowed to enter the market 30 minutes before the market opens. Vendors are required to unload, move vehicle offsite, and then set up the stall. Do not set up your booth before moving your vehicle out of the way first. Others need access to the loading space. Please be patient and offer assistance when possible so that everyone can complete this task efficiently.
- d) Parking - There is an off site parking lot available for vendors at 2301 Worthington St., between the Public Safety Building and the Community Center, see attached map. There are also a limited number of paid parking spaces available across the street from the Multi-Purpose Courts. Please do not take customer parking on the streets surrounding the Market.

- e) Stall Set Up - Each vendor will be assigned one 10'x10' stall space. Special requests for smaller or larger space may be accommodated depending on the space available at the Market and is determined at the discretion of the Market Coordinator. Stall assignments are not transferable, and may change from week to week. Vendors will provide their own tables, signs, canopies and other desired materials. All vendors who wish to set up canopies (including umbrellas) on the farmers market site during a normal period of market operations, including the set up and break down period, are required to have their canopies sufficiently and safely anchored (25 lbs per leg) at all time. For safety, any tent or canopy which is not properly anchored will not be allowed and must be removed by the vendor. Any damage incurred by a vendor due to wind/weather will be at the expense of that vendor. **NO STAKES ARE ALLOWED TO HELP SECURE THE CANOPY.** The Market, the Board, and the Town are not responsible for loss or damage of property.
- f) Selling, Pricing - All vendors must be set up and ready to sell by start time. Vendors are responsible for pricing, safety and quality of their goods and cannot sell adulterated goods. Pricing of goods sold at the market are solely the responsibility of the individual vendor. The Market does not have the authority to fix prices. However, the Market encourages fair pricing and discourages vendors from giving produce or items away for free or at below-cost pricing as this undercuts potential sales for other vendors.
- g) Scale - Vendors selling produce by weight must provide their own scales, which must be "legal for trade" and are subject to inspection by the Dept. of Agriculture's Weights and Measures Program. All scales must be readable and in easy sight of your customers during business transactions.
- h) Labeling- All product labels such as "organic", "unsprayed, pesticide-free, or low-spray" must comply with the Washington State law. State law restricts the use of the phrase "Certified Organic" to those who have in fact been certified by the Department of Agriculture. Please advertise and respond to customers' questions truthfully. To ensure that buyers receive sufficient and accurate information, quantity and price of pre-measured products and prepared goods must be labeled with quantity, price, business name, address, and phone number.
- i) Sanitation- All vendors must adhere to sanitary procedures as outlined by the Tacoma-Pierce County Health Department. Vendors are required to keep their individual selling space in a clean, safe and sanitary manner. Vendors are not permitted to dispose of produce waste, overripe or leftover produce or boxes in any on-site garbage cans or dumpsters. The Market trashcans and dumpsters are available for patron use. Vendors must monitor and supervise their children at all time during the Market hours. **No animals are permitted in the Market Area. Smoking is not allowed anywhere on the Market sites at any time. Consumption of alcohol beverages or any controlled or illegal substance is prohibited.**
- j) Take Down - Vendors are required to stay until market closing. Vendors who sell-out early must keep their stall set up until closing time, and post a sign letting customers know they have sold out. Vendors will break down their display promptly at closing time.
- k) Clean Up - Vendors must clean their stalls and vacate the sites by one hour after closing. Each vendor is responsible for removing any trash or garbage that is generated in or around their stalls. This includes removing all debris, sweeping and, if necessary washing down the stall site. All vendors must bring containers suitable for waste removal, including oily waste. No dumping of ice and/or ice chests. We follow the policy of "you haul it in, you haul it out". Everyone appreciates your effort in keeping the Market clean.

LICENSES, PERMITS, SPECIAL REQUIREMENTS

- a) Town of Steilacoom Business License – If you are a vendor planning to participate 4 or MORE TIMES per year, you are REQUIRED TO APPLY FOR A TOWN OF STEILACOOM BUSINESS LICENSE. Applications may be obtained from the Public Works Office located at 1030 Roe St., Steilacoom; or you may access this information on the town’s website www.townofsteilacoom.org.
- b) Dept. of Revenue – Vendors must have a Washington State business license and are responsible for collecting and paying sales tax, if applicable, as required by the Dept. of Revenue. Contact them at 253-593-2722 for more information. Unless a vendor is exempt by law, he or she must supply the Market with a State UBI number at the time of application. Food, crafter, processor and miscellaneous applications submitted without a UBI number will not be considered.
- c) Insurance Requirements – All food vendors and those who sample food (including fresh produce) must submit a product liability certificate of insurance to the Market manager before selling at the Market. Vendors must have a \$1,000,000 each occurrence with \$1,000,000 aggregate product completed operations and \$1,000,000 general aggregate. All policies shall be written on an occurrence basis. The vendor shall be named insured on the policy and the Town of Steilacoom, its officers, directors, agents, employees and event volunteers shall be additional insured thereon. Please inform your insurance agency that the document must include this verbiage exactly as highlighted and underlined.
- d) Health Department. – Individual mobile unit permit or Blanket Health Permit is required for most food product sales and all food sampling. Check with Market Coordinator or Rose Silloway at the Pierce County Health Dept. 253-798-6460, to determine what is required for the type of food you would like to sell. All health permits must be displayed at your booth. Non-compliant vendors who require re-inspection by the Health Dept. will be solely responsible for the cost of that inspection.
- e) Public Safety Department – Vendors shall not use any bottled gas, electrical device, or hazardous material without prior approval of the Market manager and Town of Steilacoom Fire Marshall. All canopies must be constructed of fire resistant materials or treated with flame retardant. If canopy has been sprayed with retardant, you must show documentation, or canopy must have proof of fire resistance (e.g. Tag sewn to inside of canopy with stamp stating fire resistance or CPAI-84 code) Proof of fire resistance must be made available to the Town of Steilacoom Fire Marshall or his designee upon request. The Department of Public Safety inspects all booths. Cooking under a canopy is not allowed. If you have questions, contact Sgt. Will Nelson, Fire Marshall at (253) 581-0110.
- f) Indemnity – The Town and/or The Board shall not be held liable for any debt, tax or assessments incurred by the vendor in the operation of his/her booth nor for any salary or expense due to any of his/her employees. The Town and/or The Board shall not be liable for the result of any accident or damage to any person or article employed by, or in possession of the vendor while at the Market in the Town of Steilacoom, whether such accident, loss or damage occurs during the time of preparation, the period of occupancy, or at the time of removal there from. In consideration of the privileges granted by this contract, the vendor agrees to protect, indemnify and hold harmless the Town/Board from any and all claims for damages, demands, or suits arising from injuries or damages sustained, or alleged to be sustained, by employees of the vendor or by any member of the public where such injury or damage shall have resulted either directly or indirectly from the activities and business of the vendor in connection with this contract.

GRIEVANCE POLICY

The Board and the Town reserve the right to impose disciplinary action at the Market site. Vendors have the right to a hearing within two weeks of any disciplinary action. In the event of customer dissatisfaction, the dispute must be resolved to the satisfaction of the customers. It is the policy of the Market to satisfy the customer and promote goodwill by being generous with produce and food products, especially fresh fruits and vegetables.

In the event of expulsion due to severely offending conducts, the vendors may be asked to vacate the Market. Upon failure to vacate, the Market shall remove all property of vendor from the site at vendor's expense. The Market is relieved and discharged from any/all loss or damage caused by such removal. The Market shall not be responsible for storage of removed property. Vendors are encouraged to file a vendor concern about any grievance/disagreement/conflict. These will be reviewed by the Board in conjunction with the Town and a timely response will be issued to the vendor.

Incident Report Forms are available to vendors upon request and will be reviewed by the committee.

PETITION/PROTEST/SOLICITATION

The Market does not allow solicitation by political, religious, or other special interest groups or individuals.

NON-DISCRIMINATION POLICY

The Town of Steilacoom Farmers Market does not discriminate against race, color, creed, sex, religion, sexual orientation, age, or nationality.

FAILURE TO COMPLY

Vendors are expected to comply with all rules and regulations. Failure to comply may result in removal from the Market or other consequences deemed appropriate by the Market Coordinator and designated on-site staff.

Thank you for your interest in the Town of Steilacoom Farmers Market