

# Farmers' Market at Sandpoint

## Rules and Regulations

Updated 10/09

These rules and regulations apply to all vendors participating in Farmers' Market at Sandpoint.

### MARKET SEASON AND HOURS

1. The Farmers' Market at Sandpoint season begins on the first Saturday of May and ends on the second Saturday of October.
2. Market hours will be from 9 a.m. to 1 p.m. on Saturdays and 3 p.m. to 5:30 on Wednesdays.
3. A bell will be rung by the market manager to signify the start of each market. Vendors may not sell prior to the opening bell.
4. Vendors may not begin set-up prior to one and one-half hours before opening bell and must vacate spaces within one and one-half hours after closing bell.

### VENDOR SPACES

1. All spaces at the market will be assigned on a seniority basis. A vendor may choose to relocate to an open space after coordinating with the market manager. New members and members without assigned spaces must check with the market manager for a booth location at the beginning of each market.
2. Active members, as defined in the By-laws, who have participated in twelve or more Saturday markets during the previous season will have the opportunity to be assigned a permanent booth space on Saturdays. Active members who have participated in eight or more Wednesday markets will have the opportunity to be assigned a permanent booth space on Wednesdays.
3. All vendors who do not plan to attend market must notify the market manager before market day. This includes Wednesdays and Saturdays.
4. Vendors who fail to call or arrive one-half hour prior to the start of market will not be guaranteed a space.
5. Vendors with permanent booth spaces who do not plan to attend at the beginning of the season must notify the market manager of when they plan to attend for the first time.
6. Space size shall be determined by the market manager and shall not exceed sixteen feet by ten feet. Farmers' Market at Sandpoint is an open air market. Tents are permitted, but tent sides and backs are not permitted at any time. No other structure can be used that will prohibit the view through the tent.

### PERMISSIBLE PRODUCTS

1. Garden produce, plants, trees, shrubs, flowers, fruit, bulbs, tubers, honey, eggs, cheese, meat, wild-harvested edibles, prepared foods, arts, and crafts made or grown by the vendor are permissible. Prepared foods and arts or crafts are considered a farm product if one or more of the top three ingredients or materials is grown by the vendor. Live animals may be advertised, but not sold at the market. All produce must be clean and fresh and market ready when the seller arrives. All edible products should be off the ground, unless they are in a container. **ALL PRODUCTS MUST MEET HEALTH DEPARTMENT REGULATIONS.** Sprouts and mushrooms may not be sold without compliance with Panhandle Health. Ask the Health Department if you are not sure.

2. Vendors must be located in Bonner County or the adjoining counties of Boundary, Kootenai, Sanders, or Pend Oreille. The vendor must be actively tending or producing products on land that he or she rents or owns. Buying products for resale, or selling products not produced on your rented or owned land is prohibited, with the exception of wild edibles (huckleberries for example).

## INSPECTIONS

1. The board reserves the right to inspect any vendor's operation if it has sufficient reason to believe the vendor is not in compliance. The vendor will be asked to remove all suspect product(s) from sale until an inspection is completed. It is the vendor's responsibility to arrange a time and date for the inspection. If the vendor does not comply within seven days, he or she will be suspended until the inspection is completed and his or her operation is approved.

## PARKING

1. Vendor parking is not permitted on any streets bordering Farmin Park (Oak, Fourth, and Main) and Jeff Jones Square, except for loading and unloading products for sale. If a vendor is parked in this area, he or she will be asked to move. A vendor will have fifteen minutes to comply before rule violation penalties will be applied.
2. If there are no parking spaces available for unloading, a vendor may double park, unload into the tree lawn area, park his or her vehicle, and then move product to the booth space. If there are no parking spaces available at the end of market, transfer booth contents to the tree lawn area, retrieve vehicle, and then load.
3. No parking in red zones or handicapped spaces (without a permit).

## DUES AND FEES

1. Annual membership dues must be paid on or before the first day the vendor sells. A completed membership application form is also due at this time. Vendors who wish to sell non-farm crafts or food items must pay additional dues. A first-time vendor may elect to pay half the membership dues while he or she tries the market one time. If or when he or she returns a second time the balance must be paid in full.
2. The market assessment fee is 6% of gross sales for the day. The assessment is reported on a tally card and is due and payable to the market manager within one-half hour after the end of market. If a vendor must leave market before the end of market hours, he or she must advise the market manager of his or her intentions and pay the 6% assessment fee prior to leaving.
3. A sales tax form must be completed and submitted to the market manager on or before the second day of selling. A vendor who fails to submit the form will not be permitted to sell at market until the form is given to the market manager. Vendors must keep the appropriate portion of the sales tax form with them at market. Accurate reporting of sales tax is the responsibility of each vendor.

## VENDOR REGULATIONS

1. Tables, change, bags, and advertising signs are to be provided by each vendor. City owned picnic tables may not be used by vendors selling at the market. Vendors may independently advertise their products on radio, television or in print.
2. Vendors may not advertise their products as organic unless they are certified or registered.
3. Each seller shall determine his or her own prices. Only scales that are certified by the Division of

Weights and Measures can be used. Selling by the bunch or bag is recommended.

4. A vendor who wishes to sell at market must tend to his or her booth. Members of the vendor's immediate family may sell for the vendor. In an emergency, a vendor may have a substitute seller twice per season.
5. Animals (including pets) are not allowed in the market area prior to, during or after market.
6. It is the responsibility of each vendor to clean his or her area prior to leaving market.
7. Vendors are prohibited from smoking on market grounds.
8. Vendors must comply with all federal, state, and local ordinances.
9. Vendors may not discriminate on the basis of race, color, creed, sex, religion, physical ability, sexual orientation, age, or nationality.

#### ETHICS AND CONDUCT

1. There will be no profanity or aggressive behavior while conducting Farmers' Market business. Problems should be discussed after market with concerned parties and board members present.
2. Any and all disputes and complaints shall be settled in a manner consistent with the By-Laws and Rules and Regulations by the market manager, with appeals to the Board of Directors if necessary. Board members at the market will be so advised, so that a settlement need not be delayed. Appeals to the Board of directors may be made at the next regularly scheduled board meeting.

#### PENALTIES

1. Failure to comply with these rules and regulations may result in (first offense) a verbal warning, (second offense) a written warning and two weeks suspension, (third offense) expulsion from the market for the remainder of the season, and (fourth offense) permanent expulsion from the market. The board of directors of the Farmers' Market at Sandpoint reserves the right to rule on any situation deemed incompatible with the By-Laws not specifically addressed in these rules, and impose the afore mentioned penalties. The Board of Directors of the Farmers' Market at Sandpoint is solely responsible for the content and enforcement of these rules and regulations and shall be held harmless in the event of inconvenience, loss of income, or any damages whatsoever resulting from the enforcement of these rules.