

# FARMERS MARKET RULES OF OPERATION

## DOWNTOWN POPLAR BLUFF INC.

The Downtown Poplar Bluff Farmers Market (the "Market") is operated by Downtown Poplar Bluff Inc., a Missouri 501c3 nonprofit corporation ("DPBFM"). DPBFM's Executive Director is Jerrica Fox. The Market Manager is Debbie Merciers.

These Rules of Operation apply to all aspects of the Market, and each Market participant will operate under these Rules. **Any violation of these Rules of Operation may result in the immediate revocation of the vendor's Market rights with a forfeiture of any paid fees.**

1. **Vendors.** Every Market vendor is subject to these Rules of Operations. A vendor is defined as the primary person signing the agreement and/or operating a Market space. Anyone who is working or assisting in the business must abide by the Rules. Each space must have an adult 18 years of age or older at the booth at all times, unless prior arrangements have been made with DPBFM and proper insurance has been provided.
2. **Location.** The Market is located in the Southwest corner of the Coliseum Parking lot at Moran & Maple Streets, Poplar Bluff, Missouri. The mailing address for DPBFM is 501 Vine Street, Poplar Bluff, MO 63901.
3. **Dates and Times of Operation, Registration.** Subject to the approval of the City of Poplar Bluff (the "City") opening and closing dates will be determined by DPBFM. The 2017 Market dates are May 20th–October 7th. Market days are 8 a.m. until 12 noon Saturdays. The market is also open Monday – Friday 8 am to 6pm (dependent upon vendor availability). Vendors should be in place no later than 7:55 a.m. No one may enter the parking lot before 7 a.m. or after selling begins at 8 a.m. for safety reasons. In the event that a moving vehicle must enter the Market area after 8 a.m., such vehicle must have an escort for the safety of everyone at the Market. Under no circumstance are vendors allowed to drive over the curb of the parking lot in order to get to their space.  
**Seasonal vendors:** May set up any day of the week once your application is received and approved. However, Saturday markets are the day that DPB promotes. If you notify the Market Manager in advance, we can make posts on Facebook that you are at market and what you have available.
4. **Vendor Spaces, Fees.** Vendor spaces are assigned on a first come first serve annual basis with remaining spaces assigned by DPBFM staff. A single space shall consist of a "single parking" space. To ensure safety, no signs, goods or displays may occupy any area outside of this space. A maximum of two annual spaces may be granted to a vendor at the sole discretion of DPBFM. Seasonal rates are \$10 per year per space. The daily rate is \$5 per day per space. Vendors requesting daily spaces must submit their application and fee *at least one week in advance*. No refunds will be given. No vendor shall share, resell, sublet or lend their space. Electricity will be provided but must be indicated on your application.
5. **Vendor Set Up, Item Display and Site Maintenance:**
  - The Market does not provide any set-up equipment or supplies. Vendors must bring their own chairs.
  - Vendors are responsible for setting up, displaying and bagging their products in a salable manner that is sanitary and attractive. Vendors are required to keep their spaces clean.
  - Each vendor must display and sell products from within the confines of the assigned space.
  - A vendor is required to keep all contents, products and byproducts in the boundaries of his/her assigned space at all times, no matter how many empty spaces might be located throughout the Market.

- Nothing can encroach on aisle space, common areas, fire lanes or neighboring spaces. Any exception to this policy will be at the discretion of the Market Manager. A driving lane must be maintained around the Market area at all times for safety reasons.
  - A vendor is to keep all spare stock, packing materials, cardboard boxes and bags in an orderly fashion at all times.
  - A vendor must display all produce or other food-related products on safe, well-constructed, well-maintained and clean tables.
  - Produce or other food-related items must be displayed or stored at least 6 inches above the ground or in a hard-non-porous container, per the Health Department.
  - Vendors cannot sell out of their vehicle unless they are a licensed food truck.
  - Each vendor must display the name and location of his or her farm or business at their booth.
6. **Products Sold.** The Market will be open to persons who desire to sell products of quality and value that preferably have been grown or made by the vendor. Flea-market-type items and hawking are not permitted. Sales of jams, jellies, eggs, meat, baked goods, flowers, fruits, vegetables, handmade crafts and specialty items are permitted if in compliance with the Butler County Health Department. No guarantee of exclusivity of products are made or implied. Sales of live animals and used items are **not** permitted. Resale of packaged meat is prohibited. Homemade baked goods, new handmade craft items and commercial products related to a Farmers Market are allowed if approved by DPBFM and proper documentation is provided. Vendors are required to list ALL products to be sold at the Market on the initial application. Changes or additions to the product list will be allowed but **MUST** be in writing.
  7. **Farmer/Non-Farmer Ratio.** Both farmers and non-farmers can sell at the Market. As recommended by the Missouri Department of Agriculture, DPBFM strives for an 80/20 balance: 80% of the market vendors must be farmers and 20% can be non-farmers (crafters, bakers and value-added vendors). DPBFM does not discriminate against anyone because of race, color, creed, national origin, sex, disability, or sexual orientation.
  8. **Produce and Plants.** All produce and/or plants must be grown in Missouri/Arkansas or grown within 100 miles of Poplar Bluff. Produce grown by the vendor should be labeled as "homegrown." **If the vendor is selling produce that is not homegrown by him/her, it should be labeled and separated accordingly.** The vendor is responsible for knowing where any produce he/she sells is coming from. If there is a concern or complaint, the vendor must be able to confirm the origination of the produce and prove the origin. Vendors must carry receipts of all wholesale items and, upon request, the vendor must be able to provide the farm name, address and phone number for where the produce was grown. At the Downtown Poplar Bluff Farmers Market, only certified organic produce can be labeled and sold as "organic."
  9. **Compliance with Law.** All vendors shall comply with all state, federal and local laws. Sale of all food items must comply with state and local laws and health codes. Sellers of eggs, meat, baked goods, honey, cider, dairy products and other value-added products must follow the appropriate rules as set by the Butler County Health Department and obtain any necessary permits. All permits and licenses must be available upon request. Sampling permits may be required in order to be allowed to give out samples. Each vendor is responsible for any permits needed. Contact the Butler County Health Department at 573-785-8478. Scales are to be state-approved and all packaged items are to be labeled with the net weight and content description. Sales tax must be collected as required by Missouri State law. It is the sole responsibility of each vendor to pay sales tax to the Missouri Department of Revenue.
  10. **Pricing.** Prices to be charged will be fair and at then-current market prices. The vendor and the customer will negotiate sales. DPBFM is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded. The vendor is responsible for payment of all sales taxes, if applicable. **Signs, boards, tags or labels listing prices of all products for sale must be posted prior to the beginning of sales.**
  11. **Pets.** Vendors are not allowed to have pets at the Market, with the exception of service animals for persons with disabilities.
  12. **Trash.** Each vendor is responsible for disposing of the vendor's own trash at home or another location. Vendors may not dispose of trash in the trashcan located in the Market area, as this is solely for the use of customers and pedestrians. Dumping boxes and overripe produce will detract from the customer experience and is not allowed.

13. **Trailers.** Trailers are allowed in spaces assigned for trailers.
14. **Parking.** Any vendor, their employees and/or helpers with extra vehicles must park them in the public parking lot adjacent from the Market. This provided to the public free of charge. If a vendor needs special accommodations because of a disability, supporting documentation of such must be presented to DPBFM for other arrangements to be determined. Vendors are not to use any surrounding lot or on-street parking spaces for their vehicles. These spaces shall be used for customers only.
15. **Special Events.** During the market year, there will be special events (to be announced at a later date). Annual vendors will be allowed to sell only approved items listed on their application.
16. **Vendor Conduct.** Vendors must be truthful and honest at all times in disclosing the origin of products being sold and their production practices. Fraudulent, dishonest and deceptive practices carried out at the Downtown Poplar Bluff Farmers Market will be punishable by cancellation of selling privileges without a refund. Vendors and their employees will be neat, suitably dressed, and communicate in a courteous and appropriate manner. No smoking is allowed in the Market. No alcohol is allowed on the premises. No firearms or weapons are allowed on the market premises. All vendors and patrons will show others respect at all times. Foul language will not be tolerated. Vendors, employees, helpers or patrons who arrive inebriated during Market hours, use foul language, or act in a confrontational manner will be asked to leave the Market immediately, and will need approval from DPBFM to return.
17. **Rule Violations.** Violations of any of these Rules as determined by DPBFM may result in suspension from the Market or revocation of Market privileges with forfeiture of any paid fees and prohibition from purchasing a space in future years. Upon determination that a vendor has violated any of these Rules, DPBFM shall determine the appropriate response action. The degree and nature of any response action shall be within the absolute discretion of DPBFM, and may include a warning, fine, and revocation of Market privileges, among other actions. All vendors are responsible for the action of their employees or helpers. If a vendor receives 3 warnings in the same season, he/she may be expelled from the Market. Based on the severity of the infraction, it may result in immediate expulsion from the Market. DPBFM has the authority to deny any person the privilege of operating at the Downtown Poplar Bluff Farmers Market who, in DPBFM's judgment, is using methods that are detrimental to attendance at the Market, or contrary to the Market's policies, standards and mission.
18. **Disputes.** If a problem arises, please contact the on-site Market Manager, if available, or the Executive Director at the DPBFM office. If problems or disputes arise during a Market session, the on-site Market Manager, if available, Committee or DPBFM will settle disputes according to the Market Rules of Operation. The Committee's decision will be **final** on that day. Appeals can be directed in writing to: DPBFM, 501 Vine Street, Poplar Bluff, MO 63901, and will be settled prior to the next scheduled Market day after receiving the complaint. The decisions of DPBFM are **final**. Any customer complaints should be submitted in writing to this address. You may contact DPBFM by phone at 573-429-5271.
19. **Purpose, Amendment and Interpretation of Rules.** These Rules are intended to create a safe and successful Farmers Market and shopping environment. They may be amended or modified, when necessary, by DPBFM. DPBFM staff has the authority to interpret, when necessary, and enforce the Rules of Operation.
20. **Indemnity and Hold Harmless.** Each vendor will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by activities of the vendor or anyone helping the vendor; and each vendor, by signing this document, hereby holds harmless the City of Poplar Bluff, Downtown Poplar Bluff Inc. and the Farmers Market Committee members for any such damages. The vendor further agrees to pay any claims against the City of Poplar Bluff or Downtown Poplar Bluff, Inc. for personal injuries that are the fault of the vendor or anyone helping the vendor (this includes the costs of any lawsuits, out-of-pocket expenses and attorney's fees).

**21. Allowable Products.**

**Food items.**

- a. Fruits & Vegetables: Whole, uncut fruits and vegetables only
- b. Honey, maple syrups
- c. Baked goods (See below for prohibited baked goods)
- d. Jellies/Jams/Preserves: May not be made with artificial sweeteners
- e. Homemade candy: Fudge and brittle

**Prohibited Baked Goods. (Per Health Department regulations)**

- a. All cream pies, all whipped cream topped pies, all whipped topping filled pies, and all meringue topped pies, cream filled pies, Boston Cream pies (pudding filled cake).
- b. Cheesecake or cheese Danish (all cream cheese products prohibited).
- c. Pumpkin pies.
- d. Custard or custard pies.
- e. Pudding or pudding pies.
- f. Mince filled cookies or pies.
- g. Flan.
- h. Goods made from boxed mixes.

**Other Prohibited Products. (Per Health Department Regulations)**

- a. Home canned items. Example: Tomatoes, salsa, bbq sauce, any vegetable, etc.
- b. Meat jerky of any kind.

**Eggs\*\***

\*\*To obtain a complete copy of the Missouri Egg Laws & Regulations, call the Missouri Department of Agriculture, Division of Weights and Measures at 573-751-5639 or visit their website at [www.mda.mo.gov](http://www.mda.mo.gov)

**Non-Food Items.**

The following are allowed for sale:

- a. Herbs
- b. Flowers
- c. Bedding plants
- d. Approved crafts (Handmade by vendor)
- e. Trees and bushes

**22. Special Policies for Producers and Food Item Vendors. (Per Health Department Regulations)**

- a. All produce or other food-related products must be displayed on a table or container if at ground level.
- b. Each vendor must have a sign at their table that indicates their products have *not* been inspected by the Butler County Health Department.
- c. Honey labeling must contain the statement: "Do not feed to infants under 1 year of age".
- d. Pre-packaged items must be labeled with the following statement: **This includes all food products.**
  - a. List all ingredients in descending order.
  - b. A statement that indicates the product was not inspected by the Butler County Health Department.
  - c. Name, address, and phone number of the vendor or person who manufactured the product.

SAMPLE LABEL

Ingredients: Flour, eggs, milk, pecans, salt

**This product was not inspected by the Butler County Health Department**

Name & Address of Manufacturer

Your Name

111 Your Address

Your City, State, Zip

573.111.1111 (your phone)

## Agreement to Participate:

I acknowledge that: (1) I desire to participate in the Farmers Market Program; (2) I will be assigned a place to display and sell my products; and (3) all produce, etc. being sold is grown in Missouri/Arkansas or within 100 miles of Poplar Bluff, Mo. In consideration of the foregoing, I agree that: (1) I have received and will abide by the Rules of Operation and Code of Conduct; (2) I will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by my activities or anyone assisting me; (3) the City of Poplar Bluff, Missouri, and Downtown Poplar Bluff Inc. will not be responsible for my personal injuries or property damage that is caused by me or anyone assisting me; and (4) further agree to pay any claims against the City of Poplar Bluff or Downtown Poplar Bluff Inc. for personal injuries that are the fault of myself or anyone assisting me (this includes the costs of any lawsuits, out-of-pocket expenses and attorney's fees); (5) all information listed is accurate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

### ACCEPTED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
DPBFM Representative

Space # \_\_\_\_\_

Check # \_\_\_\_\_ Cash \_\_\_\_\_

Date Received \_\_\_\_\_

## AGREEMENT For Rules and Responsibilities

*Please initial that you have read and understand the following:*

\_\_\_\_\_ I understand that it is my responsibility to know where any products I am selling are being grown or produced and I will be truthful in representing the origin of my products to customers.

\_\_\_\_\_ I understand that all items I intend to sell at the Market must be listed on my application and if I add any items during the season I must update said list.

\_\_\_\_\_ I understand that all products, signs, displays, etc. must be kept within the confines of my assigned space.

All vendors and helps must read and agree to comply with all of the Farmers Market Rules of Operations.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date