***Saint Albans Farmers Market***

*Roadside Park in St. Albans*

*P.O. Box 1488, St. Albans, WV 25177*

**Saint Albans Farmers Market Rules**

Dates and Time of Market: The Saint Albans Farmers Market will open for seasonal operation, with dates and time to be approved each year by the SAFM Board of Directors.

1. Preferred Dates of Operation: Every other Saturday beginning June through October 2022

Opening Date: June 25, 2022

Closing Date: October 8, 2022

**Actual dates market will be held for 2022 Season:**

**June 25 - Opening Day**

**July 9, 16, 23, 30**

**August 6, 13, 20, 27**

**September 10, 17**

**October 8 - Apple Butter Stir Morgan's Kitchen**

Preferred Times of Operation: 9:30 AM to 12:00 NOON

2. Location of Market Sales: **NEW LOCATION:** The Market will operate at Roadside Park (upper parking lot) on MacCorkle Avenue in St. Albans, WV.

3. Vendor Set Up, Attendance, and Punctuality:

There will be a $5.00 set up fee for each market attended.

Vendors should notify the Market Manager:

a) when they are planning to attend the Market for the first time each season

b) if they will be absent on a Market day

c) when they plan to attend for the last time each season.

Vendors must arrive in time to be ready to sell at the official opening time. After the opening bell rings, vendors must be at their tables prepared to sell, so as to prevent disruptive and unsafe behavior such as carrying of products across the Market or moving vehicles during times customers are present.

Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space.

Market Manager approved vendors may set up an hour before opening time and set up shall be completed 15 minutes before opening time.

***No penalty fee for 2022 season.***

4. Producer Rules: The goal of the Saint Albans Farmers Market is to support local agriculture in Kanawha and surrounding counties. All vendors must comply with Farmers Market rules and regulations set forth by the USDA and WVDA.

5. Vendor Membership: All persons intending to sell at the Saint Albans Farmers Market must, prior to participation in the Market, file a ***vendor application*** each year with the Market Manager and/or Board of Directors.

6. Educational and Community Activities: Space will be made available free of charge for **educational activities relating to sustainable agriculture and for nonprofit community groups.** This space will be made available on a first-come, first- serve basis, but must be approved and booked by the Market Manager and/or Board of Directors in advance.

7. Market Manager Space: **One space** will be held by the Saint Albans Farmers Market as the Market Manager’s space.

8. External Regulations: Vendors are responsible for compliance with applicable park, city, county, state and federal regulations and for supplying the Market Manager with proof of such. Regulations such as , but not limited to:

• State sales tax collected as required.

• Organic certification on claimed products as required.

• Food safety, sanitation, health permits and labeling issues that apply to the item.

• State inspection of nursery stock required for selling whole plants for replanting (packs or pots).

9. Market Signage:

• Producer-vendors will display a sign identifying the name and location of their farm or business.

• Producer-vendors must have signs, Boards, tags, or labels listing prices of every item for sale.

• Producer-vendors listing “organic” produce, or calling their produce “organic,” must display a sign giving their organic grower’s certification and their certifier’s organization, unless exempt from certification. Proof of exemption from organic certification should be available for the Market Manager’s inspection if so requested.

• Producer-venders should clearly separate and label organic and non-organic produce in the same display.

• Signs must be posted before sales begin.

• Producer-vendors must display any other signs required by local, state, county, state, or federal regulation.

• Participating producer-vendors must display any signage required by programs such as SNAP, senior-voucher programs, or other food assistance programs.

10. Clean up: Producer-vendors must clean up the area around their vehicles and sales area before leaving. Producer-vendors must remove containers, waste and trimmings before leaving the Market site and take any trash or garbage they have generated at the Market back to the farm. The Market Manager will be responsible for ensuring that any trash from public traffic at the Market sites is properly removed and disposed of at the close of each Market day.

11. Public safety: Shade structures must be secured to prevent wind damage or injury. Dogs or other animals are not allowed in demo or tasting areas with the exception of service animals for disabled.

12. Market behavior: Vendors are independent entrepreneurs with a common stake in creating a vibrant Marketplace. Activities that seem to violate normal sales practices and these Market rules can be questioned by other vendors. The Market Manager will assist in finding a resolution. If this fails, the Board of Directors will conduct a vote if requested. When a vote on an alleged “abnormal activity” favors a change in a vendor’s practice, the vendor in question must comply. See Market Rule Enforcement and Grievance Policy (Section 14 below) for the process to be followed. “Abnormal Activities” include but are not limited to:

• Unsafe conditions or hazards at sales area.

• A stand that impedes access to other vendors.

• Condition of sales area, products, or vendor behavior that detracts from the Market’s appearance, overall quality or reputation.

• Harassment, either verbal or physical.

13. Gross vendor sales must be reported on a weekly basis per Market.

14. Market Rules Enforcement and Grievance Policy The Market Manager ensures compliance with the Market rules; however, the Market Manager has the authority to grant exceptions to the Market rules on an individual basis for reasons of dire need. The Market Manager has the authority to impose disciplinary action at the Market site when needed. In the event of customer dissatisfaction with a particular vendor or some aspect of Market operations, the dispute must be resolved to the satisfaction of the customer, vendor, and Market Manager in a timely manner.

All violations of the Market Rules as well as customer or fellow vendor complaints should be reported by the Market Manager to the Board of Directors (BOD) prior to the next Market day. Failure to comply with market policies may result in vendor termination.

The SAFM shall **not** be responsible for storage or safekeeping of property so removed.

The Market is relieved and discharged from any and all losses or damages caused by removal of vendor property from the Market.

• The SAFM, its volunteers, and its staff shall not be held liable for any loss of sales or direct or indirect damages incurred due to temporary, seasonal, or permanent removal from the Market.

**Agreement to Market Rules and Bylaws**: By signing below, I acknowledge that I have read all rules and bylaws of the Saint Albans Farmers Market and understand them fully. I agree that I (and my business partners, employees and associates) will abide by the Saint Albans Farmers Market rules and bylaws. I agree to the penalties, fines and grievance policies outlined in the Saint Albans Rules and Bylaws.

**Indemnification and Release of Liability**: By signing below, I agree that I, (and my business partners, employees, and associates) (referred to as "Vendor") agree to release and hold harmless from all liability the Saint Albans Farmers Market Associate and the Saint Albans Parks and Recreation Commission, and their agents, employees, board members, or officers (hereafter "SAFM and SAPRC") from any personal injury claims or property loss and all claims against SAFM and SAPRC for damages, personal injury, death, financial loss, or property damages that may occur or accrue as a result of Vendor product, and the Vendor releases and holds harmless from all such liability the SAFM and SAPRC for any claims that may arise due to the Vendor failing to comply with such external regulations.

Vendor Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

