

# **BAYVIEW FARMERS MARKET ASSOCIATION LLC POLICIES**

**(Updated and amended September 2009)**

## **Membership in the WSFMA**

Bayview Farmers Market Association LLC will be a member of the Washington State Farmers Market Association.

The Bayview Farmers Market Association LLC policies shall reflect the provisions necessary to qualify as a member in good standing of the WSFMA.

## **Definitions**

### **Vendor:**

A vendor is a person who meets the producer (or others) requirements as set out by the WSFMA, has paid the required dues and fees and has signed the vendor agreement. The vendor agreement is a binding commitment to comply with Market policies.

#### ***A. Farmers:***

Farmers raise produce or glean plants or animals in Island County that they offer for sale at the Market. Beekeepers, egg farmers, meat producers and fisheries harvesters are considered in this category as well as farmers who raise the basic ingredient(s) of a product but must send it out for fundamental processing, e.g., mint oils, emu oils, smoked meat or fish, etc. which creates a Value Added Farm product.

Farmers must produce their crops within Island County. In the case of seafood vendors, product must come from the greater Pacific Northwest including Washington, Oregon, and Alaska.

#### ***B. Processors:***

Processors offer fresh food products such as meats, seafood, ciders, baked goods, jams, etc. Processors have added value to their product through a variety of “hands-on” processing (e.g., hand-filleted fish, smoked or butchered meats, handmade candies, etc.) and have personally prepared the food product in Island County.

Processors must meet all federal, state, and county regulations. All permits and/or licenses must be displayed at all times. Preference will be given to processors who use ingredients originating in Island County as a basis for their product. In the case of seafood processors, the products must come from the greater Pacific Northwest (Washington, Oregon, Alaska).

**C. Brokers/Produce Resellers:**

Brokers/produce resellers buy produce directly from farmers in *Washington State and bordering counties*, truck it to the Market and resell directly to the consumer. Resellers are the only stop between the grower and the consumer.

Resellers are sellers of crops that cannot be grown reliably, or offered for sale in sufficient quantity, by farmers selling at the Market. Approved brokered crops must be specifically limited so as not to compete with the crops of farmers within Island County. Resellers must request approval from the Market manager prior to Market opening. The Market manager must consult with the Farm representative or the Market governing board before making a decision.

Resellers must label their products as being resold. Information about the originating farm must be available for the consumer. Seafood items must be acquired from the Pacific Northwest fisherman making the catch. Sufficient information about the fisherman, catch and location of catch must be made available to consumers. All federal, state, and local permits and licenses shall apply.

**D. Crafters:**

Crafters make with their own hands the products they sell. Products must be crafted in Island County. To qualify as a crafter, the finished product must display added value and have been transformed substantially from the raw materials used. The crafter's personal skills and handling and/or guidance must be evident. Crafters should incorporate materials produced in Washington as much as possible.

**E. Prepared Food Vendors/Concessionaires:**

Prepared Food Vendors offer freshly made foods, available for sale and immediate consumption on site. They must possess all required state, county and local permits before their first day at the Market. All permits must be current and displayed each time a prepared food vendor sells at the Market. Prepared food vendors should use ingredients produced in Washington as much as possible.

**E. Miscellaneous/ Others**

Any vendor or others who does not fit into any of the above categories or standards may participate, (i.e., non-profits, non-political public information, service organization,) No more than two such groups may participate at any one market. If such a vendor is selling a product, they must pay the daily drop-in fee, plus 10% commission required of all vendors.

**F. Junior Members.**

A junior vendor is any youth under the age of 16 who is vending an item they personally have created, or a value added product which must be made in Island County. Junior members are limited to a card table and umbrella, and must pay a \$5 daily fee, with no commission being required.

Junior members are exempt from jurying, but must comply with all rules, and are not eligible to participate in concessions. They must also be present at the market to sell their products.

### **Prohibited Items:**

Vendors may not sell commercially produced items, imported items or second hand items from May until October. A vendor must not offer religious services. Hate messages against any person, group or affiliation will NOT be allowed.

### **Priorities for Space Allocation**

**First** Priority shall be **Farmers**

**Second** priority shall be **Processors**

**Third** priority shall be **Brokers/Produce Resellers**

**Fourth** priority shall be **all others (crafters, concessionaires and miscellaneous).**

All **drop-ins** other than farmers shall need prior approval from the Market manager. The Market manager will attempt to place processors/food vendor/concessionaire or crafter drop-ins in vacant spaces of like vendors where at all possible.

### **Permits**

Vendors shall possess, maintain, and display all required permits, certificates and licenses as required by state, county and local authorities. Vendors are responsible for complying with all applicable laws.

### **Market Operations**

- a) Hours of operation are from 10 am – 2 pm.
- b) The Open-air Market shall operate from the last Saturday in April through last Saturday in October.
- c) No vehicles will be allowed within Market grounds after 9:30 am
- d) Vendors must be set up and ready to sell by 10 am
- e) There will be no sales prior to opening of the Market except vendor to vendor.
- f) Vendors may not break down stalls until 2 pm except with permission of the Market manager. In the event of bad weather the Market manager may close the Market at any time before 2 pm.
- g) Vendors must contact the market manager if they can not sell on any Saturday. This should be done, if at all possible, by 5 PM on Thursday of the week prior to the Saturday they will not be at the market. If a vendor does not notify the market

manager of their non attendance, and fails to appear on a market day, the vendor will be fined a \$15 fee. In the event that a vendor does not show up and does not call more than two times during the season, that vendor will lose their permanent market space for the remainder of the season.

### **Canopies:**

All vendors who wish to erect canopies (including umbrellas,) on the farmer's market site during a normal period of operation, including set-up and break down periods, ARE REQUIRED to have their canopies sufficiently and safely anchored to the ground from their time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his/her canopy will not be allowed to sell at the farmer's market on that market day, UNLESS that vendor chooses to take down and stow the canopy and sell without it.

### **Jurying Process:**

Prospective vendors will submit with their application two photos and all required paperwork. The market manager will review the submitted material with prospective vendors to determine their eligibility to vend at the market. The category board representative will serve with the market manager to determine if the product being offered is appropriate and eligible to be sold at the market

### **Policy Compliance**

#### ***Membership:***

Prior to selling at the Market, all vendors must complete the *Application for Membership*. This signed application constitutes a binding agreement between vendors and the Market to abide by the policies and rules governing the Market.

#### **Violations:**

The Market manager is responsible for enforcing the policies set forth in these documents. Violation of these policies shall result in removal from the Market.

The Market manager will give warning and written notification of a *violation* to the vendor on first violation. The vendor will be requested to sign a copy of the written notification to indicate his/her understanding of and willingness to comply with the regulation.

Should a *second violation* occur, the vendor would be notified in writing of a *suspension* from the Market for a period of four weeks.

A vendor may *appeal* any or all decisions of the Market manager to the Board of Directors. Appeals must be lodged within *48 hours of receipt of violation notice* by means of the *grievance form* provided in the vendor packet. (See attachment)

To *overturn* any decision of the Market manager, there must be a majority vote by the board. Such vote must occur *prior to the next Market*. President of the Board will assure that a vote of the board occurs prior to that market date.

**Cross-Vending:**

Cross vending (when a vendor sells from two or more separate categories in the same booth, with the exception of farm products which can be sold at any time) may not exceed 10% of gross day sales. Any cross vending between categories must be accompanied by all required permits and licenses.

A vendor's category and list of proposed items to be sold, as stated in their original application (e.g., farmer, crafter, etc.), may not be changed by more than 10% of gross sales without prior approval by the Manager

The Market manager, with consultation with the category board representative, will handle requests to change or expand the selection of items a vendor wishes to sell.

*Appendix*

**BAYVIEW FARMERS MARKET ASSOCIATION LLC  
Vendor Grievance Form**

Vendor: \_\_\_\_\_  
\_\_\_\_\_

Date:

Please fill out the following. Submitting this grievance form will ensure that you will get a hearing with the board to address your concerns following BFM established policies.

**Describe the incident or concern you have:**

**What is the nature of your concern (which law or policy does it concern)?**

**What remedy(ies) do you propose to address this grievance?**

Received by: \_\_\_\_\_ Date of board hearing: \_\_\_\_\_

**Decision of the Board and action taken by Manager:**