

Rules and Regulations for the Andover Farm and Art Market, LLC

1. Time and Place: See Andover Farm and Art Market Registration Form for specific dates and times. Registration Form can be found at www.andovermarket.com§ .

2. Vendor Category:

a. **FARMER**

One who raises the produce, plants or animal products which they sell at the Market, on land they own or lease/rent in Kansas. It may include someone who processes produce grown on their own property into a value added product such as jams, cider and salsa. It may also include farmers who raise the basic ingredient(s) of a product, but who must send it out for fundamental processing before creating the value added product. This category also includes sellers of bedding plants and potted plants which they have started from seed, plug, cutting, bulbs or bare root. This category also includes raw agricultural products grown by the seller that have been processed, or any product, the sale of which a government agency regulates. Examples are milk, cheese, oils, vinegar, meats, poultry, eggs, honey, soap and herbal preparations. The vendor must make all value added products predominantly of material grown or gathered by the vendor. Agricultural products licensed, inspected or otherwise regulated by the federal government, the state of Kansas, Butler County, the City of Andover may be sold only upon the Market's receipt and acceptance of required documentation of compliance. Vendors must abide by all applicable federal, state and local health regulations. In addition, they must adhere to federal guidelines on all labels.

b. **PROCESSOR**

One who sells processed foods which they have personally prepared on their own or leased/rented property. Processors are persons or entities offering fresh food products such as baked goods and jams that have added value to their product through some sort of "hands on" processing. Processors must produce their products in Kansas. Processed food products should use ingredients from Kansas farms as much as possible. (Please refer to http://www.ksda.gov/food_safety/content/334 for state regulations on what can be sold at market). Processor category includes one who provides a recipe to a licensed cannery for custom canning.

c. **KANSAS RESELLER**

One who buys product from farmers in Kansas, trucks it to the Market. The reseller is expected to be the only stop between the grower and the consumer. They are not expected to deal with shoppers, warehouses or jobbers. They must not sell produce not grown in Kansas. They may sell any produce they grow themselves on their own property (see farmers). Resellers are sellers of crops that cannot be grown reliably or offered for sale in sufficient quantity by farmers selling at Market, as determined by the Market's governing body. **Resellers must have crops pre-approved by the market manager before delivering the crops to market for sale.** Approved resold crops must be specifically limited, so as not to compete with crops of farmers within the geographic vendor boundaries of the Market. Resellers must clearly label the point of origin (location) of products being resold.

d. OUT OF STATE RESELLER

A limited number of vendors will be allowed to buy produce from out of state sources. They may sell any produce they grow themselves on their own property (see farmers). Out of state resellers are sellers of crops that cannot be grown reliably, or offered for sale in sufficient quantity, by farmers selling at a given market, as determined by the Market Manager. **Resellers must have crops pre-approved by the Market Manager before delivering the crops to market for sale.** Approved resold crops must be specifically limited, so as not to compete with crops of farmers within the geographic vendor boundaries of the Market. Out of state resellers must clearly label the point of origin (farm name and location) of products being resold

e. CRAFTER

A crafter is anyone who creates or assembles their product. This would include photographers, jewelers, potters, woodworkers, dressmakers, etc. **Any item which is produced without some effort on the part of the vendor must be preapproved by the Market Manager before being brought to market.**

f. PREPARED FOOD VENDORS (CONCESSIONAIRES)

Prepared food vendors offer freshly made foods available for sale and immediate consumption on site at the Market. Prepared food vendors shall possess and maintain all required state, county and local permits. Prepared food vendors should use ingredients produced in Kansas as much as possible. When selecting prepared food vendors, the Market encourages vendors to provide a good variety of healthy foods, and will give preferences to vendors using ingredients produced in Kansas.

3. Admission of an Approved Vendor

a. To become an approved vendor for the Market, a vendor must complete a Registration Form. All items intended for sale shall be listed on the Registration Form and only those items approved for sale will be allowed. The Registration Form must be submitted to the Andover Market Manager and approved prior to the seller exercising the privilege of selling at the Market. The completed Registration Form packet includes:

- 1) The completed Registration Form.
- 2) Copies of all appropriate certificates and permits.

b. Only approved vendors shall be admitted to the Market.

c. Admission to the Market shall be subject to consideration of an approved vendor's history of compliance with state, local government and market rules.

d. Priority for stall space assignments shall be given on the basis of a weighted average of the following factors as determined by the Market Manager, consumer demand, record of attendance and market commodity mix.

e. The number of approved vendors stall spaces for each category of products shall be set by the Andover Market Manager.

f. Admission of an approved vendor may determined by the period of attendance, time and type of product.

g. Fill in vendors shall be allocated stall space only after all approved vendors are accommodated and only on a case by case basis at the discretion of the Market Manager.

4. Insurance Requirements: All prepared food vendors shall carry Product Liability and General Liability and furnish a copy of certificates of insurance to the Market at least one week prior to vending at market.

5. Fees and Space Assignment:

- a. Registration Fee for the season shall be \$30.00, Returning Vendors \$25.00.
- b. Vendors can prepay for their Stall fee for four weeks at a reduced rate. A Vendor may reserve a block of 4 or more consecutive Market days, the stall fee is reduced to \$12.00 per stall, per week, the total fee must be prepaid. ex. \$48 for four weeks.
- c. Electricity is \$5.00 per day upon reserved request if available.
- d. **Market Stall Cancellation Policy: Except in emergencies, the prepaid vendors will forfeit their stall payment if the Market Managers are not informed of a cancellation by Wednesday noon prior to Thursday Market.** The Market Manager may then attempt to lease the space to another vendor. If the Market Manager is successful in leasing the space to another vendor, then the Market will refund a pro-rated amount to the original vendor or apply stall payment to a future market date.
- e. Stall Space Assignments will be made by the Market Manager. The assignment is for that market day only and may vary from week to week. Vendors must accept the stall space assigned by the Market Manager.
- f. A vendor may rent up to two stall spaces per market day. The Market Manager may from time to time rent to a vendor more than two stall spaces for the enhancement of the market.
- g. Fill-in vendors will be allowed on a first come first serve basis at the discretion of the Market Manager. All Fill-in vendors will pay a stall fee in addition to the Registration Fee.
- h. A Vendor may not sublet or share stall space with other vendors.
- i. Stall Sizes -
 - a. Plaza booths are all 10' x 10'
 - b. perimeter booth Space are reserved for Food Trucks and produce vendors and those whose wares are not easily moved.

6. Market Day Arrival/Departure Procedure

- a. The market hours will be from 4:00 – 7:00 PM. Arrival and setup time will start at 3:15 PM. All Vendors will be ready for business by 4:00 pm. Late arrivals may not be allowed to set up. Allowances may be made for farm vendors who need to harvest product the morning of the market or with the approval of Market Manager.
- b. Departure times are no earlier than the closing time of the Market and no later than 1 hour after market closes. Exceptions may be made in case of emergency. See the Market Manager.
- c. Whenever a vendor does not adhere to Market arrival and departure times or fails to notify the manager of his/her intention to sell at the Market on a specific day, the Manager may revoke the vendor's stall space reservation for two weeks.

7. Farm/Craft Inspection

- a. The Market Management reserves the right to inspect any Vendor's farm or crafters workshop. Inspections shall be coordinated between the vendor and the market representative.
- b. The primary purpose of a farm/craft inspection will be to determine whether the vendor is in fact producing all that he/she is selling at the market as a farmer/crafter.
- c. The resale of any products that are not grown or produced by the vendors is strictly forbidden, except as outlined under 'Resellers'.
- d. All new Vendors may be inspected.

8. Miscellaneous/Appearance and Conduct

- a.** Vendors will be neat, suitably dressed, and deal with the public and fellow vendors in a courteous and appropriate manner.
- b.** All vendors will display their products neatly and attractively, with consideration for the other vendors and the general public.
- c.** Vendors are responsible for their own stalls, will supply all necessary trash containers, and will leave their site clean and in a condition suitable to the Market Manager and the property owner. Each member will remove containers, waste and trimmings before leaving the Market.
- d.** Vendors will in no way cause detriment to other vendors.
- e.** Hawking and false advertising is forbid.
- f.** No political or religious campaigning.
- h.** No rummage-sale, second hand, or flea-market-type items may be sold.
- j.** Space dimensions and stall assignments must be respected.
- k.** Alcoholic beverages and tobacco products may not be sold, consumed or advertised at Market.
- l.** Vendors are required to post an identifications sign (at least 12" x 24") in a prominent place stating the vendor's business/farm name and location.
- m.** Large "Home Grown" signs may only be displayed if 75% or more of the product in your booth is produced on your own farm. If less than 75% of the product on display is produced on the vendors' farm, the vendor may only display a small "home grown" sign at the point of the product display.
- n.** No product dumping. Predatory pricing or pricing products far below the cost to produce them will not be allowed. Competition is good for everyone, but throat cutting could destroy the entire market. Please take time to know your production costs and set your prices at a fair market value.
- o.** Vendors shall only display or advertise items that have been approved for sale. All products offered for sale at market must be approved for sale by the Andover Market Management.
- p.** Vendors are encouraged to post prices.
- q.** Vendors shall be honest and shall conduct themselves at all times in a courteous and business-like manner. Rude, abusive or other disruptive or offensive conduct is not permitted.
- r.** Vendors are responsible for the actions of their representatives, employees or agents.
- s.** Vendors experiencing any difficulty with customers or other vendors in this regard should refer the matter promptly to Market Manager.
- t.** Conduct by vendors that is materially and seriously prejudicial to the reputation or operation of the Market is not permitted.
- u.** Vendors who do not comply with these standards of conduct may be subject to discipline as set forth in Section 11 of these rules.

9. Effect of Being a Vendor

- a.** By becoming a Vendor, the Vendor agrees to the terms of the Rules and Regulations of the Andover Farm and Art Market.
- b.** The Vendor further agrees to permit field inspections of his/her farm or growing sites or craft workshop, to assure compliance with the Rules and Regulations of the Market.
- c.** As condition of being a vendor, the vendor agrees to release and hold the Andover Market Manager, representatives and employees harmless from all claims related to or arising from the vendor's attendance at market.
- d.** The Andover Farm and Art Market reserves the right to prohibit anyone from selling at the Market.
- e.** Vendors are expected to comply with any government regulation that may be in effect for activities that take place at the Market. These include certification of scales, health rules applicable to samples, food display, statements about being organically grown, eggs, etc.

- f. Food Vendors are responsible for providing proper “product liability” insurances. Product liability insurance is necessary because customers may have allergic reaction of illness due to some chemical residue, product-acidity, food spoilage, or other food-safety related issue.
- g. Compliance with all codes and regulations of the State of Kansas, Butler County, and the City of Andover is required. These codes and regulations will also apply to the preparation of foods on-site including food samples.
- h. Vendors found to be in violation of one or more rules may be suspended from selling at the Market.

10. Market Operations

- a. Knowledge of and compliance with all state regulations regarding the production, labeling, display and sale of all products at the Market is the responsibility of the individual vendor.
- b. Sales tax must be collected as required by state law. It is the responsibility of each vendor to obtain their tax numbers, be familiar with which of their items are taxable, and to collect such taxes and forward them to the State Department of Revenue. **Vendors must have Kansas Sales Tax Certificate available at their market booth.**

11. Discipline or Removal of an Approved Vendor:

1. A vendor may be removed or suspended from market or have selling privileges in the market conditioned, modified, limited or terminated by the Andover Market Manager .
2. Vendors who are in violation of any state or local rules and regulations; or who are aggrieved by the Andover Market Manager decision, will be subject to the following.
 - a. Whenever the Market Manager believes a vendor has violated any of the rules or regulations of the Market, the Market Manager may issue a verbal or written warning or may issue a notice of proposed suspension.
 - b. Any verbal warning or informal written warning shall be followed by written notice of proposed suspension documenting such warning. Such written notice of proposed suspension shall be mailed or personally delivered to the vendor within seven (7) days of the verbal warning. The notice shall state the time and place of the hearing (hearing may be held as a conference call) on the proposed suspension or other action. Such hearing shall be held no later than thirty (30) days after mailing or personal service of the written notice of proposed suspension. The Market Manager shall inform the vendor of the reasons for the warning or notice.
 - c. If the Market Manager issues a notice of proposed suspension, the vendor may appear at a hearing (hearing may be in the form of a conference call) at the time and place in the notice. The vendor shall be entitled to present written evidence and written argument to the Andover Market Manager before the hearing and shall be entitled to present written and oral evidence at the hearing. The vendor may, at his or her sole expense, be represented by legal counsel at the hearing or in written communication to the Andover Market Manager. The Andover Market Manager does not transcribe its proceedings. If the vendor wishes to obtain a verbatim record, the qualified vendor shall arrange for an acceptable means of recordation. Such arrangements shall be at the qualified vendor’s sole expense. If the vendor challenges in court the action taken by the Andover Market Manager, the challenge shall be limited to raising only those issues raised at the hearing or in written correspondence delivered to the Andover Market Manager at or prior to the hearing.

- d. The Andover Market Manager shall, at the time and place set forth in the notice, hold a hearing (hearing may be in the form of a conference call) on the proposed suspension. At the hearing, the vendor shall be entitled to present written or oral evidence and argument as to why permission to sell at Market should not be suspended. The Board shall also consider the testimony of the Market Manager or his or her representative. The Andover Market Manager may, in its discretion, continue the hearing to a future date.
- e. If the Andover Market Manager, after a hearing, determines that the vendor has violated the rules and regulations, it may suspend the vendor's permission to sell for a maximum of 60 days.
- f. The Andover Market Manager may suspend, for any period deemed appropriate, the permission of any vendor to attend Market who has been suspended more than once in a one-year period. The Andover Market Manager may also refer the matter to a governmental agency with jurisdiction over the subject at issue. The Andover Market Manager shall promptly notify the seller in writing of its decision and the findings of fact supporting the decision.
- g. A vendor whose permission to sell has been suspended, or a vendor or applicant aggrieved by a decision of the Andover Market Manager, may file a written request with the Market Manager requesting reconsideration of a determination made by the . The person requesting reconsideration shall file the written request within the (10) days of the adoption of the s determination. If no person files a timely request, the shall not take any action pursuant to this action pursuant to this section and s decision shall be considered final. If a timely request for consideration has been filed, at the next available meeting (meeting may be in the form of a conference call) the shall consider the request for reconsideration and shall receive any oral or written testimony. The 's decision shall be final.
- h. Whenever the Market Manager determines that an immediate suspension of a vendor's privilege to sell at Market is necessary to preserve the health, safety or welfare of the Market customers, other Market vendors, Market staff, or the public, the Market Manager may suspend a vendor's right to sell. Such suspension shall be effective immediately. The Market Manager shall provide the vendor with a notice of suspension stating the date, time and place of the s hearing (hearing may be in the form of a conference call) on the suspension. Thereafter, the hearing procedures detailed above shall be followed.