



Welcome to the Northside Farmers Market

A great way to start your Sunday!

www.northsidefarmersmarket.org

NORTHSIDE FARMERS MARKET HANDBOOK

POLICIES, PROCEDURES, and RULES

Sundays, 8:30 am to 12:30 pm, May through October
At North Side Town Center,
corner of Northport Drive and N. Sherman Avenue, Madison WI

The Northside Farmers Market (NFM) exists to pursue the following goals:

- To expand the availability of foods that are fresh, full-flavored, unique, healthy, and nutritious and affordable to the Northside community
- To promote the sale of locally-grown farm products
- To contribute to the vitality of the Northside of Madison
- To provide an opportunity for farmers and Northside residents to interact directly with each other rather than through third parties and to thereby get to know and learn from one another
- To give growers and producers of local agricultural commodities and other farm-related products direct marketing opportunities
- To foster local and regional foodshed systems that support a commitment to mutual respect, fairness, responsibility and accountability from farmer through consumer
- To support the local agricultural base by seeking products that have been grown and processed in ways that protect and enhance the air, water, soil, wildlife, and biodiversity
- To preserve agricultural land use, support the local agricultural base, and ensure the continued regional existence of our agricultural heritage
- To enhance the quality of life on the Northside by providing an activity which fosters community and social interaction

VENDOR RULES

Eligibility:

- 1) All individuals whose goods are in compliance with Market rules and guidelines who wish to participate in the Market as vendors will be required to complete an "Application for Permission to Sell" form and submit with the application all applicable licenses pertaining to food processing establishments and all other required permits.
- 2) A vendor will not be allowed to participate in a market without submitting a completed application to the Market Manager and obtaining the approval of the Marketing Committee.

- 3) In no event may a vendor sell on the same day as an application is submitted. Those vendors proposing to sell items which require licenses or permits must have these licenses or copies of the licenses available for inspection before these individuals will be allowed to sell such items at the Market.
- 4) Vendors whose Application(s) For Permission to Sell is (are) postmarked by March 15 will be reviewed by the selection committee and notification of acceptance will be postmarked by March 21.
- 5) Vendors agree to accept tokens issued by NFM as currency, and to exchange those tokens for cash from the NFM by the end of each market.

A vendor or qualified helper, listed on the application, must be present at each Market in order to exercise permit rights. Failure to have a vendor or qualified helper at the stand will result in the non-member vendors not being able to set up. If they have already set up, they will have to pack up and leave immediately.

One permit is issued to an individual or to a group of individuals. To be eligible to share in a permit, each qualified Helper must:

- Be listed by name on the application, and
- Have substantial participation in the actual production of the product.

Vendors may share a stand at the Market in order to provide a broader selection of product throughout the season. If opting for this, both applications must be submitted together. However the vendor or qualified helper whose products are being sold on that Market day must be present. Vendors sharing a stand would share the seasonal fee, as stated below.

FEES

Fees will be charged to help pay for marketing and operational expenses. Fees for the 2009 season are set at:

-seasonal vendors/one stall.....\$250.00/season
-seasonal vendors/double stall...\$350.00/season
-partial seasonal vendors\$125.00/9 weeks (May-June OR September-October)
-market daily vendors\$15.00/day

A \$50.00 deposit is required with all applications. Total fees will be assessed when final selection has been made, and are due before 8:00 am on the opening day of the Market in May. Deposits will be returned promptly to the applicant if the application is denied. All fees include on-site parking for one vehicle. Once you have been selected and your fees are paid, all fees are non-refundable if a vendor chooses to withdraw from the market.

MARKET OPERATIONS

The Market will be open Sundays from 8:30 am until 12:30 pm beginning on the first Sunday in May and concluding on the third Sunday of October. Participating sellers shall adhere to the following:

Stall Set-Up

7:30 a.m. – 8:30 a.m. All tent stalls may be set up at this time in assigned areas. Seasonal and partial seasonal vendors will have pre-assigned stall sites for the season. Seasonal vendors must provide notification by the end of the market on the prior Sunday if they do not plan to sell at the next market. Seasonal vendors are expected to attend 90% of the market days.

Tent stalls for daily vendors, as well as daily parking stalls, are assigned on a first-come, first-serve basis by the Market Manager beginning Monday, 9:00 a.m. of the preceding week. All daily vendors must submit the "Application for Permission to Sell" form before being eligible for acceptance for the following week. The daily fee must be paid to the Market Manager upon acceptance and prior to set-up at the Market. The policy of first-come, first serve is interpreted to allow for a fair, orderly and courteous system.

Vendors must notify the Vendor Organizer or Market Manager by 12:30 PM the Sunday preceding the market if they must miss a market date or withdraw from the market. Any vendor who misses a market date twice without contacting the Vendor Organizer or Market Manager as per instructions above will be removed from the market. Market fees will not be refunded.

Vendor stalls will not exceed ten feet in width. Vendors must provide their own table. Tables must be no more than eight feet at the widest point.

Parking

Parking will be assigned by the Market Manager.

Permits

Seasonal/Partial seasonal stall permits are issued once a year at the beginning of the season. These stalls will be assigned a location for the entire season. Permits will be approved using the following criteria:

- The products to be sold reflect the market mission and goals;
- The product increases the selection and diversity of products available at the market;
- Seniority applies if the vendor continues to offer products meeting the first of the aforementioned criteria; and
- Demonstrate the ability to provide a sufficient supply of products for sale.

A committee comprised of a farmer, the Market Manager, and a community representative reviews applications and issues stall permits. Copies of all licenses and permits required for the sale of his/her product must accompany the seasonal and partial seasonal stall applications. Daily vendors must provide copies of all required licenses and permits to the Market manager prior to setting up the vendor stall.

RULES APPLICABLE TO ALL VENDORS AND PRODUCTS

- 1) All sellers must abide by, and all products must comply with, all applicable federal, state, and local regulations governing health, packaging, labeling, taxes, scales, weights and measures, etc. For more information contact the Permit Information Center at 1-800-435-7287.
- 2) Items must be grown, gathered, produced and/or processed in Wisconsin by the vendor. All processed products must be properly labeled in accordance with the State and Federal labeling laws. All containers must comply with State laws. Purchasing items from other vendors or producers for direct resale at the Northside Farmer's Market is not allowed.

MARKET POLICIES

Potentially Hazardous Foods.

Potentially hazardous foods are so defined by the Madison Department of Health: "Potentially hazardous food means any food which consists wholly or in part of milk, milk products, eggs, meat, poultry, fish, shellfish, edible crustacean or other ingredients, and which is capable of supporting rapid and progressive growth of pathogenic, infectious or toxigenic microorganisms." It is the responsibility of the vendor to abide by the Madison Department of Health guidelines concerning the vending of such products.

If any vendor is deemed to be in violation of health codes pertaining to such products, the following measure will be taken by the Market Manager:

- The vendor of such a product will be immediately removed from the Market for that day.
- The proper regulatory agency will be notified as soon as possible.

Smoking

Both members and Market attendees are prohibited from smoking in the market area.

Noise/Fumes

No loud or disturbing noises shall be made or action taken on the grounds which will interfere with the rights, comforts or convenience of other vendors or the public. No vendor shall play, or allow to be played any radio or other sound instrument at a sound level which may annoy or disturb other vendors. The running of any gasoline or diesel motors or engines, including all vehicles, is not permitted.

Vendor Conduct

Vendors shall conduct themselves in a manner that is courteous to other vendors, Market personnel and the public. Behavior, which is threatening, abusive or harassing shall constitute a violation of the Northside Farmers Market Policies, Procedures and Rules and is grounds for immediate termination of Market membership at the sole discretion of the Market Manager.

Inspection

Representatives of the NFM shall have the right to conduct an inspection of the production areas of those products sold by a vendor in the Market. The vendor will be given 48 hours notification prior to an inspection. An inspection may include ownership information and any other information relevant to determining product legitimacy. Failure to allow such an inspection shall constitute a violation of NFM Policies, Procedures and Rules and be grounds for immediate termination of Market membership at the sole discretion of the Market Manager.

Hold Harmless

The vendor, in consideration of participation in the NFM, agrees to hold the Northside Farmers Market, the Friends of Troy Gardens, North Side Town Center, the City of Madison, and their agents, officers, directors and employees harmless from and against any and all claims, causes of action, demands, debts, damages, judgments, cost or expenses (including attorney fees), or other losses of any nature or kind arising from, relating to, or in any manner connected with Market activities.