



# NEIGHBORHOOD ROOTS

The Neighborhood Roots organization brings neighbors together to buy, eat, and learn about local food. We support local farmers, promote vibrant community and locally owned businesses, and affect important changes in food and agriculture policy.

## 2020 RULES OF OPERATION FOR VENDORS

### PURPOSE:

The Fulton, Kingfield, & Nokomis Farmers Market (the "Market") Rules of Operation for Vendors are intended to ensure 1) our markets are a safe and enjoyable place for neighbors to gather and purchase great, locally grown and produced food and merchandise; 2) that the Market and its vendors are in compliance with local, state, and federal regulations; 3) that we are able to be a positive part of our community; 4) that vendors have a fair, equitable, and respectful atmosphere in which to conduct their business; 5) that we can reasonably balance the interests of all of the Market's many stakeholders.

### WHAT CAN BE SOLD AT THE MARKET:

Vendors may only sell products they themselves have produced. Franchise products are not eligible.

A producer may not sell anything at the market until after the market has received and approved an application from the producer to participate at the market.

**Fresh produce and other farm products:** Vendors may sell produce and other farm products at the markets that they have grown or raised themselves either in Minnesota or in bordering states.

**Prepared foods:** Vendors may sell prepared foods such as jams, pickles, salsa, baked goods, and confections that they have made themselves so long as all requirements for state and local licensing are met and/or the prepared food products qualify for license exemption.

**Foods prepared for on site consumption:** Vendors may sell foods they have made and intend to serve for immediate consumption at the markets such as soup, sandwiches, wraps, ice cream, etc. so long as all requirements for state and local licensing are met. Prepared food vendors who also sell beverages for immediate consumption are required to either produce the beverages themselves, or only sell beverages that have been produced locally (MN or a bordering state).

*\*\* All vendors serving immediately consumable food products and / or samples must provide compostable service ware for customer use.*

**Art & crafts:** Vendors may sell art and craft items at the markets that they have made themselves. The market will not exceed a 20% art/service vendor to 80% food vendor ratio.

**Non-conforming products:** On rare occasions, the Market's Board of Directors may elect to allow a vendor to sell products at the markets that do not fit into one of the four categories above.

Vendor applications will be reviewed in light of identified market needs. For more information on vendor selection, please see the "2020 Notes on Vendor Selection and Scheduling" document.

### **2020 STALL FEES & SIZES:**

Standard stall size is 10x10

**Fulton:** 10x10 or 10x20 available

Fees: \$30 per week for non-agricultural producers.

\$25 per week for agricultural producers.

\$500 for full-season vendors

**Kingfield:** 10x10 available

Fees: \$35 per week for non-agricultural producers.

\$30 per week for agricultural producers.

\$600 for full-season vendors

**Nokomis:** 10x10 or 10x20 available

Fees: \$30 per week for non-agricultural producers.

\$25 per week for agricultural producers.

\$360 for full-season vendors

**Electricity Fees:** \$5 per outlet per week

**Billing Options:** All fees paid in full by April 30, 2020 **OR**

Payment plan: Half of fees due April 30, 2020, the other half due June 30, 2020

### **APPLYING:**

1. All vendors that wish to participate in the markets must complete an application. Applications for the 2020 season are available on our website through February 10, 2020.

2. Vendors must submit an application, an application fee, any other necessary payment, and must receive market management approval before selling at the market.

3. Vendors may apply to reserve stalls for the entire season (all markets) or any combination of market day(s).
4. Approved vendors will be invoiced for the season based on requested schedule, electrical needs, and space availability.
5. Returning vendors must have a zero balance with the market in order for their application to be considered for the upcoming market season (ex. a zero balance at the conclusion of the outdoor season when applying for indoor markets).
6. A stall shall not be sublet by any vendor; however, with prior market management approval, market stalls and fees may be shared under the following circumstances:
  - a. Each vendor has completed an application and been approved to vend at the market;
  - b. Each vendor or designated vendor representative is present at every market attended;
  - c. There are no open stalls available;
  - d. The market management determines that it is in the best interest of the market to permit vendors to share a stall.

**COMPLIANCE:**

7. All vendors will be responsible for obtaining and keeping current any licenses, permits, or certificates necessary to conduct business at the markets.
8. All vendors selling fresh fruits or vegetables must become authorized to accept FMNP vouchers.
9. All vendors eligible to accept SNAP-EBT currency must agree to do so.
10. All vendors serving immediately consumable food products and / or samples must provide compostable service ware for customer use.
11. Vendors must comply with any relevant local, state, or federal regulations governing their activities at the markets or risk expulsion from the Market and forfeiture of any fees already paid.

**VENDING SPACE (STALL):**

12. Stalls at the market sites are generally the same size as a 10'x10' canopy tent; however, the Fulton and Nokomis sites may offer stalls that are 10'x20'
13. Accommodation for approved vendor vehicles (e.g., food trucks) on the site is limited. Please inform market management at the time you apply if you will need to vend from your vehicle. Vending from a vehicle must be arranged in advance with the market management prior to vending at the market site.
14. The markets will assess a usage fee on vendors using electricity at the market site at a cost of \$5 per plug-in per week. Not all stalls have electrical access. Please inform the market management at the time you apply that you will need access to electricity.
  - a. Vendors with electrical needs will be assigned outlets based on availability
  - b. In order to protect the Market's electrical equipment, please do not plug-in or remove plugs from the outlets without the market manager's permission.
15. A covering such as an EZ-up or Caravan tent must be provided by each vendor and should be suitable for any weather condition. For your safety and the safety of others, tents, awnings, and other protective covers must be weighted down and/or securely fastened at all times. Vendors assume full responsibility for any damages and injuries resulting from their tent or other display items flying away.

16. All vendors must post a sign in their stall area stating their business name.
17. Vendors must keep all required licenses, permits and insurance information in their selling space.
18. Vendors accepting FMNP vouchers and / or SNAP-EBT currency must display their signage stating so.
19. If you make claims to customers that you are using organic production methods, you must display your organic certification.

**ARRIVAL, SET-UP, AND BREAK DOWN:**

20. In consideration of the neighbors, market setup cannot begin before 6:45 a.m. (Fulton), 7:00 a.m. (Kingfield), or 2:30 p.m. (Nokomis). If you absolutely must arrive prior to the designated start times at Fulton & Nokomis, please inform market management at least one week in advance in order to notify neighbors and make other necessary arrangements.
  - a. Early set-up is not an option at Kingfield under any circumstances. Vendors arriving at Kingfield prior to 7:00am must remain in their vehicles on Nicollet Ave until directed to enter the market site by market management.
21. Market management asks that vendors maintain quiet during the morning set-up out of respect for our neighbors. Upon arrival, please wait outside the market until the market manager checks you in and directs you to a stall. Please use caution when driving into and out of the market site.
  - a. Do not drive into the market without checking in.
  - b. No parking, loading, or unloading in alleyway (Kingfield) under any circumstances.
22. Scheduled vendors must arrive no later than 30 minutes prior to market opening (by 8:00am for Fulton & Kingfield; 3:30pm for Nokomis) or they may forfeit their stall and fee for the day.
23. All vendors must be set up and ready to sell AND have their vehicles removed from the market area no later than 8:15 a.m., 15 minutes prior to market opening. Under no circumstances will any vendors be allowed to set up after 8:30 a.m. / 4:00 p.m. We urge you to allow yourself enough time to be ready for market opening!
24. There is a 5-mile per hour speed limit enforced on market grounds. Pedestrians always have the right-of-way. Vendors must operate their vehicles according to market management directives while on market grounds.
25. Once you have unloaded your vehicle, you must park your vehicle in the location designated by market management for vendor parking during market hours.
  - a. Fulton: vendors may not park on the 4900 blocks of Beard or Chowen.
  - b. Kingfield: vendors may not park on the 4300 block of Nicollet, or 43rd and 44th Streets  
between Nicollet and Blaisdell.
  - c. Nokomis: vendors must park in the designated lot South of the market during the months of June – August, and will receive further instructions from market staff on designated parking locations for September.
26. You may not break down your stall before market close (1:00 pm at Fulton & Kingfield; 8:00pm / 7:30pm Nokomis). Vendors may tidy their stall space and consolidate unsold product / empty containers prior to market close, but tents, signage, a primary table, and unsold product

must remain in place until market close.

a. Vendors who sell out may not break down their stall before market close.

27. No sales are permitted after market close. For safety reasons, please wait for direction from market management before entering the market area with your vehicle for loading

**HEALTH AND CLEANLINESS RULES:**

28. If serving food samples and using utensils for cutting foods, vendors must follow all rules for safe food sampling as set by the City of Minneapolis, including proper hand-washing facilities.

29. Hand-washing facilities, as specified by the City of Minneapolis, are required for any on-site food preparation.

30. All containers used to store vegetables and all spray bottles used to mist vegetables must be of an approved type and cleaned regularly. Any containers that are dirty or have been used to hold chemicals will be taken away and the produce inside will not be allowed to be sold.

31. Only disposable paper towels can be used to clean produce at the market.

32. Vendors must clean up their stalls before leaving the market site. Every vendor is responsible for clean up of his or her area. No trash or garbage, including food, produce, and trimmings or clippings, can be left behind. All vendors must furnish a broom and dustpan for such clean up.

33. Vendors must transport their own garbage from the market site at the end of the market day. Vendors may not dispose of their business trash or recycling in the market's waste stations.

34. No smoking in stalls or general market area.

35. Dogs or other pets are allowed anywhere on the market site, unless they are carried at all times.

36. All vendors must wear clean clothing and footwear. No bare feet will be allowed.

**OTHER RULES:**

37. No hawking or exuberant pressure is allowed on customers to buy a product. This includes staying within your stall space when selling/offering samples.

38. No solicitation or political activities are permitted during market hours.

39. No live animals can be sold or given away at the market.

40. No radio or music may be played unless approved by market management.

41. No one under the age of 16 shall be allowed to sell or maintain a selling space without an adult supervisor present.

42. Vendors must guarantee customer satisfaction for all goods sold.

43. Vendors at Kingfield may not sell to customers who are clearly parked in the alley.

44. Vendors must conduct their activities, both during the market and in the operation of their businesses, in a way that does not conflict with the image and values of Neighborhood Roots. Vendors may be terminated, without prior warning and without refund of fees paid, if in the sole discretion of Neighborhood Roots, they become the subject of public disrepute, contempt, or scandal that affects the vendor's image or goodwill.

**ATTENDANCE, CANCELLATION, AND REFUNDS:**

45. Vendors have until March 23rd, 2020, after receiving written confirmation of their acceptance and assigned market dates to request any changes in their market schedule.

a. Vendors accepted after March 9th – outside of the markets' normal application period – have

one week after receiving written confirmation of their acceptance and assigned market dates to request any changes in their market schedule

46. After the time periods outlined above, vendors are responsible for full payment of their vendor fees as invoiced.

47. The Market may exercise the right to enforce a late fee of up to 10% for vendors with past due fees. Failure to pay fees when due may result in stall forfeiture.

48. Vendors may request their payment status at any time.

49. Vendors are expected to attend all markets for which they are scheduled. In the event that missing a scheduled date is unavoidable, vendors must notify management as soon as possible in order to remain in good standing.

50. There are no refunds for missed markets.

51. Vendors who are repeatedly absent risk forfeiting their stall for the remainder of the season and without refund.

52. No refunds will be given if the Market is cancelled, delayed, or closed early for any reason.

53. The market reserves the right to offer refunds to vendors that are experiencing unusual hardship, crop failure, etc.

#### **ENFORCEMENT AND GRIEVANCE PROCEDURES:**

This document seeks to set forth a basic set of rules, regulations, and guidelines to provide for the successful operation of the Fulton, Kingfield, and Nokomis Farmers Markets but cannot contemplate every possibility. Therefore, the Market reserves the right to do whatever may be additionally necessary to protect the intent and well being of the Market, its staff and management, its patron community, and its vendor community. Market management further reserves the right to change, amend, or delete rules as needed and will notify vendors of any changes that are made and the date any changes become effective. Market management will have the final authority to interpret and enforce any of the Market's Rules and Regulations. Market management reserves the right to cause any vendor to stop selling any items that do not fit the guidelines above, pose a risk to patrons, or violate any municipal agency's regulations. Market management may suspend or revoke a vendor's privilege to vend at the markets and cause that vendor to forfeit any fees already paid if that vendor poses a continual risk to patrons, is unwilling or unable to follow the guidelines above, or is repeatedly in violation of any municipal agency's regulations. Market management reserves the right to take what steps may be necessary to determine whether a vendor is in compliance with the rules outlined above. This may include the inspection of a vendor's greenhouses, gardens, farm, fields, or other place of production to verify that the product being sold meets market qualifications. Vendors must allow for inspection when requested, or they will not be allowed to sell at the market. In the sole discretion of market management, and while the Market reserves the right to respond to rule violations in whatever manner management deems to be in the best interest of the Market, violations of any of the rules set forth herein may result in the Market assessing penalties as follows:

First offense: warning. Second offense: \$25.00. Third offense: \$50.00. Grievances should be brought to the attention of the Markets' Board of Directors. Please submit grievances in writing as soon as is practicable to Neighborhood Roots Board of Directors, 3754 Pleasant Ave S., Ste. 104, Minneapolis, MN 55409 and/or [chair@neighborhoodrootsmn.org](mailto:chair@neighborhoodrootsmn.org).