



VENDOR RULES AND REGULATIONS 2016

1. Purpose

The Runnemede Fire Company Farmers Market is a community service oriented fundraiser established to provide fresh produce and food goods to Runnemede residents and regional consumers. As a fundraiser, the Farmers Market will provide donations to The Runnemede Fire Company in Runnemede, NJ.

2. Time and Place

The Runnemede Fire Company Farmers Market operates Sundays from 10:00 AM-03:00 PM between May and October at the Runnemede Fire Department located at 26 East Second Avenue in Runnemede, NJ. The 2016 Season runs 24 weeks beginning May 15 and ending on October 23, 2016.

3. Organizational Structure

The Runnemede Fire Company Farmers Market is a fundraiser for The Runnemede Fire Company. As such, the Farmers Market is governed by the rules and regulations associated with fundraising for The Runnemede Fire Company. The point of contact for all matters relating to The Runnemede Fire Company Farmers Market will be the Committee Chairperson. The chairperson can be reached at 856-939-4390 and runnemedefirecofarmersmarket@gmail.com.

4. What Can be Sold

- a. Raw Agricultural Products: This category includes fruits, vegetables, grains, flowers, bedding plants and potted plants, aquaculture and fish. The seller must grow bedding plants and potted plants from seed, plug, cutting, bulbs, or bare root. No resale of pre-finished plants is allowed. Transplanted plants must be grown to the point where the roots fill the pot (roots hold the soil when the pot is removed).
- b. Value-added Agricultural products: They include raw agricultural products grown or produced by the seller that have been processed, or any product, the sale of which a government agency regulates. Examples are milk, cheese, oils, vinegars, cider, baked items, meats, poultry, eggs, honey, soap, and herbal preparations. The member must make all value-added products predominantly of material grown or gathered by the member. Agriculture, meat and poultry products licensed, inspected or otherwise regulated by the federal government, the State of New Jersey, Pennsylvania or

Delaware may be sold only upon The Runnemedede Fire Company Farmers Market receipt and acceptance of required documentation of compliance. Each vendor must submit a copy of the annual sanitary inspection report to The Runnemedede Fire Company Farmers Market Committee Chairperson. Members must abide by all applicable federal, state, and local health regulations. In addition, they must adhere to federal guidelines on all labels.

- c. Organic Foods: Products sold and marketed as organic and in compliance with the respective certifying body such as the National Organic Standards Board.
- d. Freshly Made Foods: Freshly made foods, available for sale and immediate consumption on-site at The Runnemedede Fire Company Farmers Market.
- e. Crafts: Crafts are not the focus of The Runnemedede Fire Company Farmers Market but will be permitted at the market on an exception basis, especially those which directly incorporate the farmer's products and have been approved by the Committee Chairperson prior to market day. The sale of clothing is not permitted.

5. Authorized Sellers

All persons intending to sell at The Runnemedede Fire Company Farmers Market must, prior to participation in the market, file a vendor application each year. This document requires the grower/producer to:

- a. Verify that she/he/they are the actual producers of the specified items which they intend to sell.
- b. List business/farm name and contact information for farm/home/office.
- c. List businesses from where acquired products are purchased.

Additional growers will be added to the market at the beginning of each season, as needed or as space allows, provided that the new grower agrees to these Rules and Regulations. For a new season, previous full-year members in good standing will receive first priority, followed by late joiners in good standing, followed by applicants in the chronological order of their application date. Following are the general categories of those who can participate in The Runnemedede Fire Company Farmers Market:

- a. Farmers: One who raises the produce, plants or animals which they sell at the farmers market, on land they own or lease/rent in the region. It may include someone who possesses produce grown on their own property into a value-added product such as jams, cider, or salsa.
- b. Processors: 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 meats, seafood, ciders, baked goods, jams, etc.) that have added value to their product through some sort of "hands-on" processing (e.g., smoked or butcher meats, handmade candies, etc.). All processors permits

and licenses shall be displayed whenever a processor is selling at The Runnemede Fire Company Farmers' Market. Processors must produce their products in New Jersey, Pennsylvania, or Delaware. Processed food products should use ingredients from regional farms as much as possible.

- c. Resellers: One who buys produce from farmers in the region, trucks it to The Runnemede Fire Company Farmers Market, and resells it directly to the consumer. The reseller is expected to be the only stop between grower and the consumer. They are not expected to deal with shippers, warehouses, wholesalers or jobbers. Generally, they may not sell produce grown in the region. 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 Committee. Tropical fruit falls into this class of crops. Resellers must have crops pre-approved by the Committee. Approved resold crops may be specifically limited, so as not to compete with crops of farmers within region of The Runnemede Fire Company Farmers Market. Resellers must label their products as being resold*, and information must be available for the consumer as to which farms produced those products. (* other terms synonymous with "resold" may be substituted).
- d. Prepared Food Vendors (Concessionaires): Prepared food vendors offer freshly made foods, available for sale and immediate consumption on-site at The Runnemede Fire Company Farmers Market. Prepared food vendors shall possess and maintain all required state, county and local permits and product liability insurance. Prepared food vendors should use ingredients produced in the region as much as possible. When selecting prepared food vendors, The Runnemede Fire Company Farmers Market encourages vendors to provide a good variety of healthy foods, and will give preferences to vendors using ingredients produced in the region. Certain vendors may be restricted due to contractual obligations with the market venue.
- e. Crafters: Crafters are persons or entities who craft with their own hands the products they offer for sale at The Runnemede Fire Company Farmers Market. To qualify as a crafter, a majority of the tools and equipment used by the crafter to produce their products must require skills, personal handling and/or guidance by the crafter. Crafts produced in conjunction with the farmer's operations, which incorporate agricultural products, may be permitted at The Runnemede Fire Company Farmers Market at the discretion of the Committee Chairperson.

Producers will comply with all federal, state, and county regulations including, but not limited to Chapter 12 of the New Jersey Sanitary Code. Producers must also comply with other terms and conditions, which may be added for public health, safety, and welfare.

6. Application Process

Any interested vendor must submit an application to The Runnemedede Fire Company Farmers Market at the mailing address provided below. Authorization to sell agricultural products is available to growers who have an established farming operation under their direct management. Only one authorization will be issued for each farming operation. The authorization covers the farmer, family members and employees of the farming operation. The authorization is not transferable. The Committee, reserves the right to select the vendors that will participate. Selection will be based on size of the market location, mix of products offered, and prior adherence to the market regulations. Authorization to sell at the market can be withdrawn by the Committee Chairperson if a grower violates market regulations or if the market must close due to lack of support by the community or participating growers.

7. Registration and Fees

Participation is open to established farming operations engaged in the production of agricultural products and to selected non-agricultural product providers.

Donations are established by The Runnemedede Fire Company Farmers Market Committee and are collected in advance by the Committee Chairperson. Vendors are required to pay 100% of the total donation for the 12 Week Plan prior to the Opening Day (May 15). Vendors are required to pay 50% of the total donation for the 24 Week Plan prior to the Opening Day (May 15) and the remaining 50% prior to August 7. All other vendors are required to pay 100% of the donation one week prior to the Market Day. Any vendors not current with payment fees may not be a part of the market. As a fundraiser, the Farmers Market will provide donations to The Runnemedede Fire Company in Runnemedede, NJ.

Checks should be made payable to: *The Runnemedede Fire Company*

8. Insurance Requirements

All vendors will carry \$1,000,000 General Liability Insurance to cover their operations at The Runnemedede Fire Company Farmers Market. All prepared food vendors shall carry Product Liability and General Liability in the amount of \$1,000,000. Insurance information must be submitted at least two (2) weeks prior to the Opening Day (May 15). For information on Farmers Market insurance, please check out:

<https://www.farmersmarketinsurenw.com/>

9. Space Assignment(s)

- a. Vendors will be assigned a space by the Committee. The assignment is for that market day only and may vary from week to week.
- b. When unable to attend a Market, vendors must notify the Committee Chairperson at least 48-hours in advance.

10. Displays

- a. Tables displaying produce will be set up so that no seller blocks or limits the view or access of consumers to a neighboring seller.
- b. Producers must supply their own scales, bags, tables, electrical power, etc.
- c. Producers must maintain scales acceptable to the County Department of Weights and Measures.
- d. Produce may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents.
- e. Produce that is not of fresh or good quality will not be displayed nor sold at The Runnemedde Fire Company Farmers Market.
- f. The Runnemedde Fire Company Farmers Market has the right to require any produce that does not comply with the market regulations to be removed from any stand.
- g. All prices must be posted before and during sale time.

In addition, each shelter must display a sign in a prominent place giving his or her farm name and address. Such signs must be posted before sales begin.

Producers selling products they refer to as “organic” must display a sign giving their organic grower’s certification and their certifying body, unless exempt from certification due to small scale of operation. Producers should clearly separate and label organic and non-organic products in the same display.

11. Public Safety

Shade structures shall be secured to the ground via clearly marked blocks, sandbags or other heavy objects in order to prevent damage to products and injury to others.

12. Farm/Craft Inspection

- a. The Runnemedde Fire Company Farmers Market Committee reserves the right to inspect any member’s farm or crafters workshop. Inspections shall be coordinated between the vendor and the Committee.
- b. The primary purpose of a farm/craft inspection will be to determine whether the member is in fact producing all that he/she is selling at The Runnemedde Fire Company Farmers Market.
- c. The resale of any products that are not grown or produced by the member is strictly forbidden, except as outlined under “Resellers.”
- d. A complaint procedure has been established and will be used if a member or customer believes a rules violation is occurring.

13. Appearance and Conduct

- a. Vendors will be neat, suitably dressed, and deal with the public and fellow vendors in a courteous and appropriate manner. Producers and their employees must wear shirts, trousers/shorts/skirts and shoes.
- 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 Committee and the Runnemede Fire Company. Each producer is responsible for cleaning the area around his or her stall and providing at least one trash receptacle. Grower generated waste should be disposed back at the farm.
- d. Each member will remove containers, waste and trimmings before leaving The Runnemede Fire Company Farmers Market.
- e. Vendors will in no way cause detriment to other vendors.
- f. Hawking and false advertising is forbidden.
- g. No political or religious campaigning.
- h. No rummage-sale, second hand, or flea-market-type items may be sold.
- i. Space dimensions must be respected. Do not block the view of other vendors or the flow of traffic or encroach on areas assigned to other vendors.
- j. Alcoholic beverages may not be sold, consumed or advertised at The Runnemede Fire Company Farmers Market.
- k. Vendors are required to post an identification sign in a prominent place stating the vendor's name, product, and are they are from.

The Committee Chairperson or representative is responsible for the orderly operation of The Runnemede Fire Company Farmers Market. Disputes between growers and/or growers and the Committee Chairperson will not be tolerated at the market site. The Committee Chairperson has the right to evict any grower from the market site. Vendor's sole responsibility in a formal complaint in writing forwarded to The Runnemede Fire Company Farmers Market, c/o The Runnemede Fire Company, PO Box 193, Runnemede, NJ 08078.

14. Responsibilities of Vendors

By becoming a member, the member agrees to the terms herein of the Rules and Regulations and the Bylaws of The Runnemede Fire Company Farmers Market.

- a. The member further agrees to permit field inspections of his/her farm or growing sites or crafters workshop, to assure compliance with the Rules and Regulations of The Runnemede Fire Company Farmers Market.
- b. As condition of membership, the member agrees to release and hold The Runnemede Fire Company Farmers Market, its directors, officers, agents and employees harmless from all claims related to or arising from such membership.

- c. As condition of membership, the member agrees to release and hold The Runnemedede Fire Company, its directors, officers, agents and employees harmless from all claims related to or arising from such membership.
- d. The Runnemedede Fire Company Farmers Market reserves the right to prohibit anyone from selling at The Runnemedede Fire Company Farmers Market.
- e. Members are expected to comply with any government regulation that may be in effect for activities that take place at The Runnemedede Fire Company Farmers Market. These include certification of scales, health rules applicable to samples and food display, statements about being organically grown, eggs, etc.
- f. Food Vendors are responsible for providing proper product liability insurance. Product liability insurance is necessary because customers may have allergic reactions or 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 County Health, Fire and Police Departments; the State Health and Revenue Departments; and the Centers for Disease Control is required. These agencies have the final say in any dispute in the operation of The Runnemedede Fire Company Farmers Market. 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 will be suspended from selling at The Runnemedede Fire Company Runnemedede Fire Company Farmers Market.
- i. Anyone who fails to comply with the Rules and Regulations or the Bylaws may have their membership terminated with no refund of dues or fees.

15. Market Operations

Knowledge of and compliance with all state regulations regarding the production, labeling, display and sale of all products at The Runnemedede Fire Company Farmers Market is the responsibility of the individual vendor.

Sales tax must be collected as required by State Law. It is the responsibility of each vendor to obtain their tax numbers, and be familiar with which of their items are taxable, and to collect such taxes and to forward them to the State Department of Revenue.

16. Violations

If a Committee Chairperson determines a vendor is in violation of the regulations, the vendor will be notified by phone or in person, and written notice will follow. If the violation continues, the following penalties may be assessed:

One violation: a warning letter issued and/or suspended from The Runnemedede Fire Company Farmers Market for one (1) market-day.

Two violations: suspension from The Runnemedede Fire Company Farmers Market for up to one month and a mandatory meeting with The Runnemedede Fire Company Farmers Market Committee and the Committee Chairperson.

Three violations: suspension from The Runnemedede Fire Company Farmers Market for up to the remainder of the season. Re-application to The Runnemedede Fire Company Farmers Market will be at the Committee's discretion.

Major violation in which suspension from a market was necessary are cumulative and stay on a vendor's record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

17. Appeals

Upon receiving a violation notice, a vendor may request an appearance before the Committee and the Committee Chairperson to contest the findings. A meeting will be called within two weeks of the request. Items in violation may be suspended from sale until the hearing.