

# 2019 Riverfront Farmers Market Rules and Regulations

## MISSION

The Riverfront Farmers Market was developed to provide a place for local growers, producers, artisans and crafters to sell their goods directly to consumers, to educate consumers about local farming and seasonal eating, and local distinctive art and crafts; to encourage and promote the use of locally-grown farm products and artisan offerings; and to enhance quality of life in Wilmington by providing a community activity that fosters social gathering and interaction.

Riverfront Farmers Market Inc. is a non-profit association of its members and all affairs of Riverfront Farmers Market Inc. are managed by the Board of Directors consisting of active members and City of Wilmington staff.

The purpose of these rules and regulations is to govern the operation, administration and management of the Riverfront Farmers Market. The following rules and regulations are not intended to burden participants but to ensure smooth operation and success of the market. These rules and regulations are reviewed annually by the Riverfront Farmers Market members and the Board of Directors.

## HOURS AND DAYS

- The 2019 market season will be open each Saturday, March 23<sup>rd</sup> through November 23<sup>rd</sup> in Historic Downtown Wilmington. The Market will be held on North Water Street in downtown Wilmington. No Market will be held on April 6<sup>th</sup> due to Azalea Festival nor on October 5<sup>th</sup> due to Riverfest.
- Market days and hours are Saturdays from 8:00 AM – 1:00 PM. Set up time is from 6:45 – 8:00 AM. No sales will be permitted after 1:00pm closing time. Modifications to this schedule may be necessary to allow for special events and activities. Vendors will be notified of set-up info and market placement info before opening day.

## FEES

- All 2019 applicants who **did not** participate in the 2018 Market must submit a \$20.00 non-refundable application fee. Payable to: Riverfront Farmers Market.
- Sellers must pay a \$125.00 non-refundable annual membership fee to participate. This fee must be paid by or on the first market day of the year. In addition to the membership fee, vendors will be required to pay vendor fees for space at the market. For Farmers/Producers, one space encompasses the length of a vehicle, (no more than 20') and width of vehicle plus a 10' x 10' space adjacent to the vehicle. Arts and Craft vendor spaces are 10' X 10'.

There are three payment options:

1. Daily: \$25.00 to be collected each market day
2. Monthly: A discounted, non-refundable, monthly payment of \$60.00 for Farmers/Producers and \$30.00 for Artists/Crafters to be paid at the first market day of each month.
3. Annually-Season: A discounted, non-refundable, annual-season payment of \$432.00 for Farmers/Producers and \$216.00 for Artists/Crafters to be paid on the first market day of

the year. By choosing the annual-season fees option, vendor space will be guaranteed should the vendor be required to take an extended hiatus (more than 3 consecutive days) from the market but wish to return at a later date (Example: limited growing season, varied product availability, product that doesn't hold up in certain temperatures.)

## ELIGIBILITY

- All persons who are the original producers of the fruits, vegetables, plants, herbs, flowers, eggs, meats, seafood, baked goods, pickled items, cheeses, jellies, jams, honey, art and craft work, and/or other products that they intend to sell at the Market.

Products that can be sold are:

- Vegetables grown from seeds, sets, or seedlings by the seller
  - Fruits, nuts, or berries grown by the seller
  - Plants grown by the seller from seed, seedling, transplant or cutting
  - Bulbs propagated by the seller
  - Eggs produced from the seller's poultry
  - Meats from animals raised by the seller
  - Dairy products from animals raised by and made by the seller
  - Honey produced from the seller's bees
  - Cut or dried flowers grown by the seller
  - Firewood cut by the seller
  - Straw baled by the seller
  - Preserves, pickles, relishes, jams, jellies and candies, made by the seller
  - Fresh (not frozen) baked goods baked by the seller
  - Seafood caught by seller
  - Wine produced by the seller
  - Art or crafts made or crafted by the seller
- Any products not specifically addressed above will be reviewed on an individual basis by the Board of Directors for eligibility. Sellers offering value added/processed products using ingredients produced by the seller or ingredients from local producers will be given priority over those who do not produce or use locally produced ingredients in their product.
  - No Vendors may sell any products that have been packaged through contracted means; no co-packers or private-labeling allowed.
  - Sellers must be the producer, producer's agent, and/or relative of the producer to participate in the Market. Exceptions may be discussed with the Board of Directors.
  - Vendors are allowed to supplement their product offering (termed as "carrying") with other locally grown/produced items if at least 60% of the value of the product offered, each Market Day, is grown/produced by the Vendor.
    - Vendors must request (and be approved) to carry items not listed on their original application prior to bringing the item(s) to Market. Request must be submitted to the Market Manager in writing (email or US mail) at least 5 days in advance.
    - Vendors are required to provide the Market Manager with receipts of "carried" products each market day. All receipts must include the name, address, and phone number of the ORIGINAL farmer/producer (no third-party carrying). The Market Manager reserves the right to contact/visit the farmer/producer to verify the origin of the carried products.

- Vendors interested in “carrying” products requiring inspection and/or certification shall provide a copy of the original producer’s inspection, license and/or certification to the Market Manager and keep a copy with them when selling at the Market.
  - Each carried item MUST have a sign (at least 4”x6”) displayed **with** each item. The sign must identify the name and location of the farmer/producer. Vendors that have a master price list must **also** identify the name and location of the farmer/producer on that list.
  - Permission to carry a product will be determined on a case by case basis. In the case of a product that is grown or produced by a market vendor, preference will be given to the vendor growing or producing the product rather than to the vendor applying to “carry” the product.
  - All sources of carried products must meet the same eligibility rules as the approved vendors. **Local shall be defined strictly as produced in North Carolina.** NO PEDDLERS and NO WHOLESALE sales are permitted.
- Art and Craft vendors are required to produce 100% of their daily product offering.
  - All prepared food items, meat, seafood, and cheese sold must comply with local, state and or federal regulations including the inspection of the prepared foods seller's kitchens by NCDA health inspectors and labeling in compliance with the regulations. Sellers must have a copy of their inspection, license and or certification form on file with the Market Manager, as well as on display when selling at Market.
  - All items sold as organic must meet the requirements of the National Organic Program. Sellers of organic items must have a copy of their certification and/or a signed Verification for Exempt Non-Certified Organic Producers Affidavit on file with the Market Manager as well as on display when selling at market. Only certified organic growers may display signs using the words “certified organic”.
  - The Board of Directors and/or Market Manager reserve the right to conduct an inspection of any market vendor at any time to verify product origin.
  - If a vendor wishes to sell any product other than what was initially applied for, the vendor must get prior approval from the Board of Directors.

## **MEMBERSHIP**

- The membership of the Riverfront Farmers Market shall be active and associate.
- Active members are members which have participated in/sold at the Market for at least 75% of the total market dates during the previous season. Active members are eligible to vote at membership meetings and at least one active member of each active vendor unit must attend one general membership meeting each year. Failure to attend the annual general membership meeting without a valid reason as approved by the Board of Directors will result in revocation of Active membership status.
- Associate members are members which have participated in/sold at the Market for less than 75% of the total market dates during the previous season. Associate members may attend membership meetings but are not voting members.

- The membership status of newly accepted applicants will be determined by attendance during the current season.
- First right of refusal for vendor space will be given to members who participated in the Market the previous year. Priority for assignment of vendor spaces is:
  1. Active members
  2. Associate members
  3. New applicants
- Senior seasonal vendors/members as determined by the Board of Directors will be granted first right of refusal for space regardless of membership status.
- In the event that there are more members than available vendor spaces, assignment will be determined by the overall market attendance from the previous year. If there is a tie, then the tiebreaker will be total years of membership.

## ATTENDANCE

- The Market will operate rain or shine. Vendors must attend (\*exception – art & craft vendors) unless the Market Manager determines the weather would pose a public hazard. In this instance, vendors will be notified within 24 hours of the Market.
- Vendors must give 24-hour notice to the Market Manager if they will be unable to attend a Market that they have reserved space for. Not giving notice will be considered a violation of Market rules. The Market allows for “acts of god/nature” (equipment failure, car problems, medical emergencies, etc.). Notify the Market Manager as soon as possible in these circumstances.
- Any vendor not on site by the start time of the Market will not be allowed to set up.
- Vendors are required to remain on site for the entire duration of the Market.
- Due to space demands, vendors that miss more than 3 consecutive market days will forfeit their right to participate in the Market. In this instance, the vendor will be added to the Market wait list and may return if and when space becomes available. This rule will not apply to vendors that choose the annual-season vendor fee payment option.
- Vendors who choose to end their participation in the Market prior to what was indicated on their application without a valid reason as approved by the Board of Directors will forfeit their right of first refusal for vending space the following year regardless of membership status.

## SET-UP & BREAK DOWN

- Vendor space size will range from the length of a vehicle, (no more than 20') and width of vehicle plus a 10' x 10' space adjacent to the vehicle, or a 10' x 10' space with no accompanying vehicle. Space assignments will be determined by the Board of Directors.
- Vendor space assignment for farmers/producers is based on an “anchor system” often used at malls and shopping centers. Anchor vendors (most popular with customers) as determined by the Board of Directors will be assigned at either end of as well as the middle of the market area to maximize the amount of traffic exposure for other vendors when shoppers walk from one anchor

to another. The remaining vendors will be selected via a lottery system to fill the space between the anchor vendors. Farmers/producers located in Riverfront Park will be assigned spaces.

- Art and craft vendor spaces will be made available on a first come first served basis.
- Vendors may display products on tables, racks, or on the back of a vehicle. Edible products cannot be displayed or stored on the ground. Vendors must provide their own tables or displays. Canopies, tents, or umbrellas are encouraged. All canopies, tents and umbrellas must be strongly secured.
- Each vendor space must have a sign posted prominently indicating the name and location of the farm or business.
- All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing.
- All scales used must have a state certification sticker visible.
- Vendors may not sublease their space.
- Use of generators will be restricted as not to exceed a 75-decibel sound rating from a distance of 4 feet from the generator unit and not smell of exhaust. Unsafe operation of a generator will not be acceptable. In the case the generator exceeds the allowable decibel level, or it is determined by the RFM BoD that it is negatively affecting the atmosphere of the market and /or safety of the attendees, the generator will be relocated, if possible, so that it does not affect the entertainment or general atmosphere, or the operator will be asked to turn off the generator. The RFM BoD has the right to make this determination and any contingent plans as they see fit, which may also include the removal of the generator.
- Each seller is responsible for cleaning up his assigned space at the close of the Market. All vendors must haul out their trash at the end of the day. On-site trash receptacles are for customers only.
- In the interest of public safety, vendors are to have patience and use common sense and courtesy when pulling out of and in to the market area. Vendors must wait until the drive area is clear in an effort to exit safely.

## **MISCELLANEOUS**

- Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, New Hanover County, and City of Wilmington.
- The Market does not offer exclusive rights to any one vendor to sell any one product. Market customers generally benefit from having a choice. However, if the Board of Directors believes the number of vendors offering the same or similar products is excessive or that current market demand is being met, duplicate products may be denied entry. The Board of Directors has the sole discretion to accept or deny applications.
- Pricing of goods sold at the Market is solely the responsibility of the individual vendor, however, vendors are expected to be aware of and maintain fair market values. Radical price cutting of top-quality produce or “dumping” is prohibited. Poor quality or overripe products labeled as

such may be sold at a discounted price. Advertised prices must be maintained throughout the market day.

- No live animals may be sold or given away at the Market.
- No pets (vendors)
- No smoking in vendor space/market area (vendors)

## **MARKET MANAGEMENT**

The Market Manager is responsible for the day to day management of the Market and has the complete authority to implement and enforce the market policies, rules and regulations. Any questions or concerns should be addressed to the market manager or any Board of Directors member in absence of the market manager. Conflicts between vendors and customers must be brought to the attention of the Market Manager for final resolution.

## **VIOLATIONS**

Violations of the rules and regulations as discovered by or reported to the Market Manager or any member of Board of Directors, will result in a verbal warning to the offender for the first offense, a written warning and two market days suspension for a second offense and removal from the market for the third offense. The Market Manager has the discretion to immediately remove any ineligible or questionable product. Appeals may be made in writing to the Board of Directors.

## **HOLD HARMLESS CLAUSE AND INSURANCE**

All authorized vendors participating in the Riverfront Farmers Market shall be individually and severally responsible to Riverfront Farmers Market Inc. and/or the City of Wilmington for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and save Riverfront Farmers Market Inc. and the City of Wilmington, its officers and employees harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by Riverfront Farmers Market Inc. and/or the City of Wilmington by reason of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify Riverfront Farmers Market Inc. and/or the City of Wilmington for negligence of the Riverfront Farmers Market Inc. and/or City of Wilmington, its officers or employees. No insurance is provided by Riverfront Farmers Market Inc. or the City of Wilmington to participants in the Farmers Market. Participating vendors will be required to provide a signature in acknowledgement of this clause on the vendor application.