

HERRIMAN FARMERS MARKET POLICIES and PROCEDURES

Please print a copy for your records

Payment and participation in the Herriman Farmers Market implies or indicates you have read and agree to the following policies and procedures. The acceptance of each application requires approval of the applicant's products. No payment is processed until an application is accepted. You will receive an acceptance package upon approval. All members of the Herriman Farmers Market should conduct themselves in a professional manner that fosters a sense of market community and unity, a spirit of cooperative involvement, and promotes the market as a whole to the Herriman community.

Let's grow together!

1. **MARKET SEASON:** The Herriman Farmers Market season runs from July 30th through October 15th
2. **TIMES AND DAYS:** The Herriman Farmers Market operates on Saturdays from 9am til 2pm
3. **WHO MAY SELL AT THE FARMERS MARKET:** Residents of Herriman City, Salt Lake County, and surrounding counties with products that are handmade or homegrown by the vendor, may sell at the market. Vendors may not sell any products not approved of or shown in their market application. HFM, LLC. has the right to ask vendors to remove products.
4. **MEMBERSHIP FEES:** Reserves your booth space and processes your application. This includes a complimentary t-shirt and a complimentary food coupon. The annual vendor membership fee is \$50. Membership fees are nonrefundable
5. **BOOTH FEES:** 10x10 spaces for handmade crafts and food vendors are \$240 per season. 10x10 spaces for farmers and processors are \$180.00 per season. **All fees are due by July 1ST, 2011 and are NON REFUNDABLE.**
6. **SINGLE DAY FEE:** There is no longer a single day fee. all vendors who want to participate in 2011 must sign up for the season.

9. **FARMERS AND PROCESSORS:** *Farmers* are persons who raise produce (vegetables, fruits, nuts, herbs, flowers, or nursery crops from seed or plants) and care for, nurture, cultivate, and harvest the crops offered for sale at a farmers market. Beekeepers, egg farmers, poultry growers, and fish and/or shellfish growers are considered in this category.
- Processors* are persons offering fresh food products that have added value to their product through some means of "hands-on" processing (examples: hand-filleted fish, smoked meats, baked goods, handmade candies, etc.).
10. **BOOTHS AND SPACES:** The market booth sizes are 10 x 10. The market does not provide water or electricity to vendors. Vendors are urged to bring canopies or umbrellas. All umbrellas, umbrella stands, canopies, tables, chairs, and other items used by the vendor are the sole responsibility of the vendor. Set-ups must be windproof to protect people from blowover's on windy days at the market. All vendors who wish to erect canopies on the farmer's market site during a normal period of market operations, including the set up and break down period, are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is set up to the time it is taken down. HFM, LLC requires 50 lb weights per canopy leg times 4 legs equals 200 lbs. Double the weights if you have sides on your canopy to 400 lbs. Canopy structures will be inspected prior to 8am. The vendor must be present during inspection. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the farmers market on that market day unless that vendor chooses to take down and stow their canopy and sell without it. Self-contained kitchens in motorized trailers are not allowed. Food vendors must be able to move their setup onto the site without damage to the booth site. There are assigned spaces for vendors. Set-up is at the discretion of the Market Manager on site. The goal is to create a market layout that is complimentary to all vendors and to the market as a whole.
12. **SITE MANAGEMENT:** During market hours, the market managers will direct set-up, and decide any immediate issues affecting the overall market. Market Management has the authority to ask any vendors to remove themselves or any product not previously approved by management from the market. Market Management reserves the right to remove or reassign vendor locations to enhance or facilitate the market structure and/or safety as deemed necessary. Vendors must abide by the Market Policies and Procedures. Market Management reserves the right to refuse acceptance or deny continued participation of any vendor or product that is not in complete compliance with all Market Policies and Procedures. The Herriman Farmers Market reserves the right to refuse participation to vendors who do not meet market standards which includes, but are not limited to, following, all local, city, state, and federal laws and regulations. Any vendor who the Market Management feels are not abiding by the market policies may be asked to leave. NO REFUNDS!

13. Please contact the Market (801-793-8800) in case of an emergency. If you no call, no show, and do not make the market for any reason, or you are not able to stay to the end of the market day, it may result in future denial of your participation in the market. No refunds. The Market will continue rain or shine.
14. **SET-UP AND TAKE DOWN:** Vendors are not to start setting up their booths until 7AM. Vendors are required to be on site by 8AM in order to participate in that day's market. Vendors are urged to arrive no later than 8 AM in order to be set up by 9 AM when the market opens. Vendors are urged to refrain from sales before 8:00 AM. It is in everyone's interest for the customers to learn that the market opens at 9 AM. Vendors are required to stay for the entire market day, unless the weather turns especially bad. In any case, vendors are responsible for taking down their set-up, disposing of their own garbage, and leaving their booth space trash-free. Spaces will be forfeited for the day if you have not arrived at your spot by 8:30 Set up and display must be complete by 8:30 a.m. Vendors are required to stay until close of the market at 2pm. Take down begins at 2pm and must be finished no later than 3pm.
15. **VENDOR PARKING:** During set-up and take down, vendors may park in the customer-parking zone surrounding the market area. However, vehicles must be parked elsewhere during the market hours. Vendor parking is available in a designated area marked vendor parking. If you need help finding the correct place to park, the Market Manager can help you.
16. **SMOKING AND ALCOHOLIC BEVERAGES AT THE FARMERS MARKET:** Vendors may not smoke on the Farmers Market grounds. Vendors may not be under the influence of alcohol or drugs during Market hours, nor have any alcohol or drugs on the Market premises, other than Beer and Wine sold by licensed Market vendors.
17. **PETS:** Vendors are not to have personal pets on the property.
18. **PRICING:** The Herriman Farmers Market is a retail market, and a community event. Prices charged should be fair to all vendors, and comparable to pricing in the community. Intentional undercutting will be considered unfair. All members agree to abide by fair business practices.
19. **PRODUCT QUALITY- CRAFTS:** The Market Managers will make the final judgment on the suitability of any specific vendor's operation for The Herriman Farmers Market. To encourage the local craft workers, craft goods must be hand- and home-crafted by a resident of Herriman City and other surrounding areas. Any goods that are not of sufficient quality may be removed from sell by on-site managers.
20. **SERVICES:** Services may be sold at the Farmers Market provided they are performed on-site.
21. **SELLING ANIMALS AT THE FARMERS MARKET:** Farm animals such as; (goats, sheep, rabbits, ducks, or chickens, cats and dogs), may be sold or adopted at the Farmers Market, subject to approval by management. They must be kept twenty feet from any

food vendor. It is the vendor's responsibility to provide for the animals' welfare and clean up the residue.

22. **PRODUCE AND FOOD ITEMS:** Produce vendors are very important to The Herriman Farmers Market. The Market actively seeks and encourages locally grown fresh produce at the market. Produce may be imported for sale by member vendors at the Farmers Market, so long as:
 - A. The vendor is the only stop between the grower and the consumer. They do not deal with shippers, ware-houses or jobbers. They do not sell any produce not grown in Utah (and its surrounding counties). Resold crops shall be those that cannot be grown reliably, or offered for sale in sufficient quantity, by local farmers selling at the Herriman Farmers Market.
 - B. Resellers must label their products as being "resold" (or other synonymous term) and information must be available for the consumer as to which farms produced those products.
 - C. Brokers, who sell none of their own produce, must apply to the Market Management in writing prior to selling at the Market.

23. **PERISHABLE FARM PRODUCTS AND BAKED GOODS:** Must be appropriately packaged and handled, complying with any applicable regulations of the Salt Lake County Health Department.

24. **FOOD VENDORS:** (foods that are prepared substantially on-site and typically eaten on-site) are welcome at The Herriman Farmers market, so that market customers can enjoy eating at the market. Vendors must comply with any applicable regulations of the Salt Lake County Health Department and/or the Utah Department of Agriculture regulations. Food vendors preparing or sampling on site are required to have a Food Handler's Permit and a Temporary Food Service Permit for Seasonal Events. If you are accepted into the Market and are subject to these regulations, you must display both permits in your booth or you will not be allowed to sell food prepared or sampled on site. Food Vendors preparing food with the use of propane and or electricity must be pre-approved in the application process. On site cooking vendors must supply their own generator for power. Propane cooking equipment must be 5ft from the public and 10ft from a canopy or structure. Cooking areas must be secured from the public with caution tape. Inspection for canopy structures will take place prior to 8:00 a.m. and the Vendor must be present and during inspection. Foods may not be purchased for resale or commercially prepackaged. The Herriman Farmers Market is committed to bringing high quality products, produce, and food items to the Herriman Community. Any goods that are not of sufficient quality may be removed from sale by on-site Managers.

To obtain your food handler's permit and temporary food service permit for seasonal events, Contact the Salt Lake County Health Department at (801)-313-6620

www.slvhealth.org

25. **PERMITS AND LICENSING:** It is each vendor's responsibility to get and maintain any licenses or permits necessary for their specific operation. Vendors must comply with all Salt Lake County Health Department regulations and licensing requirements. All vendors must follow sanitary procedures. Any vendor found selling contaminated food items or produce shall be suspended from selling at the Market until clearance has been obtained from the Salt Lake County Health Department. All vendors must wear shoes and shirts at the Market. All vendors with the exception of farmers that sell only freshly grown produce and/or plants grown by them, are required to collect sales tax from their customers and remit the sales tax to the Utah State Tax Commission. This is accomplished through a Special Event Sales Tax Form: you cannot remit these taxes on your usual form. Any required sales tax collections and remittances are the sole responsibility of the vendors. If you are accepted into the market and are subject to sales tax collection, the form and/or instructions will be sent to you in your acceptance package from HFM, LLC.

If you have any further questions you can contact Utah Special Events State Sales Tax Office directly at 801-297-6303 specialevents@utah.gov

26. **ORGANIC LABELING:** Vendors may advertise their produce and food items as "organic", "natural", "unsprayed", etc. without formal certification from any agency. However, use of the term "certified organic" is restricted by state law to those who have, in fact, been certified by the Utah State Department of Agriculture. All vendors are required to advertise truthfully and to respond to customer's questions in a fair and honest manner.
27. **LOGO USE:** Any vendor that wishes to imprint their products with The Herriman Farmers Market logo may apply to the Market Management in writing for approval and conditions of use. The board will reply in writing within 30 days of application. Vendors selling Herriman Farmers Market logo items will pay the Farmers Market a 15% royalty per item sold.
28. **INSURANCE:** The Herriman Farmers Market carries liability insurance that covers people for personal injury while they are on the market site. Vendors are not covered for damages customers may claim from their products or business losses. Food vendors **must** provide their own liability insurance and add HFM, LLC. As additionally insured. The Herriman Farmers Market encourages all other vendors to have additional insurance coverage.
29. **NON DISCRIMINATION POLICY:** The Herriman Farmers Market prohibits discrimination in all of its activities on the basis of race, creed, color, gender, age, disability, and where applicable, marital status, parental status, sexual orientation, political beliefs, reprisal or because an individual's income is derived from any public assistance program.

Herriman Farmers Market does not allow promotion of any political party of individuals within the Market boundaries.

The vendors/and or members and /or their representatives, managing partners, agents agrees to indemnity and hold harmless HFM, LLC. And Herriman Farmers Market and /or their representatives, managing partners, agents, and Herriman City and/or their representatives, managing partners, agents from and against all liability, claims, demands, loses, damages, levies and causes of action or suits of any nature, whatsoever, arising out of or related to the applicants activities and participation prior, during, or after hours of operation at the Herriman Farmers Market. The Vendors/ and or members assumes full liability for their product(s) they market or sell, structures, fixtures and vehicles and by participation in the Herriman Farmers Market hereby agree to hold harmless HFM, LLC., The Herriman Farmers Market and/or their representatives, managing partners, agents and Herriman City and/ or their representatives, managing partners, agents harmless against any and all claims such as but not limited to injury, theft, or damage by any buyer, seller, or other persons resulting from or pertaining to the use, consumption, marketing tactics, display, negligence or disposition of sellers products, vehicles, fixtures or structures.

All policies are subject to change.