



## RULES OF THE ELON COMMUNITY CHURCH FARMERS' MARKET

### Section 1: Product Requirements/ Restrictions

1. Products, which can be sold, include:

- a. Any vegetable grown by the seller from seeds, sets, or seedlings.
- b. Any fruits, nuts or berries grown by the seller from trees, bushes, or vines on the seller's farm.
- c. Any plant grown by the seller from seed, seedling, transplant or cutting.
- d. Bulbs propagated by the seller.
- e. Eggs produced by the seller's poultry.
- f. Honey produced by the seller's bees.
- g. Fresh (not frozen) baked goods made by the seller. *[All baked goods must be wrapped.]*
- h. Preserves, relishes, jams, jellies, etc., made by the seller. No "low-acid" canned foods such as green beans, corn, peas, carrots, etc. may be sold. High Acid or Acidified foods (pickles, tomato products, etc.) may be sold if the seller has passed the FDA certification course. A copy of their certification must be on file with the market manager.
- i. Fresh cut or dried flowers grown by the seller.
- j. Fish, meat, dairy and cheese from animals raised on the vendor's premises.

2. All prepared food items, meat, fish, dairy and cheese sold must meet state and local health regulations including the inspection of the prepared foods seller's kitchens by NCDA health inspectors and labeling in compliance with the regulations. Sellers must be able to provide a copy of certification for market records.

3. All items sold as organic must meet the requirements of the National Organic Program. No products can be labeled organic unless certification is on file with the market.

4. No live animals may be sold or given away at the market.

5. Non-farm crafts produced by the seller may be sold at the market.

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### Section 2: Fees and Membership

#### 1. Membership:

Member Vendor definition: Members are vendors who pay the Annual Membership Fee. All market members will receive a designated space at the market. Membership affords vendors the ability to choose their space at market, based on seniority. Members are invited to all Board Meetings, where they will have one vote each on current issues, and will receive periodic newsletters to update them on changes.

Guest Vendor definition: Guest Vendors are those who do not commit to the entire market season, but intend to sell periodically. Guest Vendors cannot choose their space at market, and will be placed based on availability on market day. They do not attend Board meetings. All Guest Vendors must complete an application, pay the application fee, and pay the daily stall fee.

2. Vendors must pay their application fee by the application deadline. This fee must be paid by the first market attended each season. Only one annual membership fee is required no matter how many markets a vendor attends.

3. Guest Vendors must pay daily stall fees - \$10.00 for one space

4. Application fees are \$25.00 for both new and returning members. Annual Members must be in good standing to participate in the new season. Good standing is defined as attendance at 70% of markets during the season, and timely payment of fees.

5. All fees should be paid to the market coordinator.

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### Section 3: Hours and Dates of Operation

1. The market will be held from 3:00pm-6:30pm every Thursday from the second Thursday in April to the Thursday before Thanksgiving in November.

2. The market is held regardless of weather. Exceptions will be made in case of emergency, and vendors will be notified ahead of time.

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## **RULES OF THE ELON COMMUNITY CHURCH FARMERS' MARKET**

### **Section 4: Seller Requirements**

1. Sellers must reside and produce the items they sell within a 100-mile radius of Elon, NC.
  2. Sellers must be the original producer of all items being sold. No buying and reselling of produce and other products are allowed. All vendors will be subject to a farm inspection by the market coordinator.
  3. All prices must be clearly displayed at all times.
  4. All prepared food sellers must have a copy of their kitchen inspection forms on file with the market manager, as well as with them when selling at market.
  5. Sellers of organic items must have a copy of their organic certification on file with the market coordinator as well as with them when selling at market. Only certified organic growers may display signs and use boxes that contain the word organic.
  6. All vendors selling meat must provide a copy their Meat and Poultry Handler Registration for the market to keep on file.
  7. Vendors are responsible for complying with all local, state, and federal laws and regulations related to their products and activities, whether mentioned specifically in these guidelines or not.
  8. No water or ice that comes in contact with meat or fish may be deposited or allowed to drain onto the market or church premises.
  9. All vendors must participate in the market-wide SNAP/EBT acceptance program.
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### **Section 5: Space Reservations**

1. Responsibility for space assignment at the market rests with market staff. Members who participate in a minimum of 70% of all markets in season earn the right to a reserved space for the following season. Priorities for reserved spaces at the market are listed here in order:

- a. A member who participated in a minimum of 70% of markets during the preceding season will be reassigned to his or her space from the immediate past year.
- b. Space assignment for a member requesting a different space will involve seniority after all other returning members and before any new members are assigned spaces
- c. Seniority is accrued by number of years selling as a full member at the Elon Community Church Farmers' Market and then by total number of Elon Community Church Farmers' Markets attended since the first market of the season.

2. Any seller who reserves more than one space must pay for and occupy all reserved spaces at least 14 weeks, or lose the right to reserve more than one space the following year.

3. A seller must occupy a reserved space at the market by the first market day in April or lose the right to reserve that space for the remainder of the season unless he/she notifies the manager. All exceptions are to be at the manager's discretion.

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### **Section 6: Market Logistics**

1. Each seller is responsible for cleaning up the area around his/her selling space.

2. Sellers should not move their vehicles in or out of the market area during times when such movement would pose a danger to people in the shopping area. Specifically, in all cases, sellers are prohibited from moving their vehicles during market hours. After the start time of the market, no vehicles may enter the market area. If a vendor arrives after the start of market and wishes to sell, all vendor materials must be unloaded and carried in from a parking space, then the seller's vehicle(s) must be moved to an approved location.

3. Should a vendor leave early, then that vendor loses an attendance credit. All exceptions are to be at the manager's discretion.



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4. Reserved spaces will be held until 15 minutes prior to the start of Market, and will then be reassigned on a first-come, first-serve basis.

5. Smoking is prohibited at the market.

6. Only service animals will be allowed in the market shopping area. If pets are brought to market, they may be kept at the market tent for the duration of the shopper's visit, so long as the pet can be left unsupervised and restrained from leaving the market tent. The market will not be held responsible for pets left at the market tent.

7. Neither Elon Community Church, Healthy Alamance, or the Town of Elon nor any employees of such agencies accept responsibility for any vendor loss (money, product, equipment, etc.) due to theft, vandalism, fire, or any other cause and it is highly recommended that each vendor address these issues, as they deem appropriate and necessary.

8. Vendors assume all liability arising from the sale or use of their products, display tables, equipment and other items that are sold or used on the property of the farmers' market and hereby agree to indemnify and hold Elon Community Church, Healthy Alamance, and the Town of Elon, and all of their officials, officers, agents, and employees harmless from any and all liability, claims, loss, cost, damage or expense (including the cost and expense of defending any claim) arising or alleged to arise out of the vendor's actions, sale or use of its products or property at the farmers' market.

10. Vendors are strongly encouraged to obtain liability insurance to cover all aspects of their activities at the market.