

Vendor Application & Rules for The Farmers Market at Killen Park

**Return to – Killen Farmers Market
PO BOX 27
Killen, Al 35645
Or Email to: killenfarmersmarket@outlook.com
Kindly apply by 4/19/2020**

I am applying as a Farmer Artisan Prepared Food Vendor Other

Farm/Business Name:

Owner's name/s:

Authorized Agents (if any):

Mailing Address:

City: _____ State: _____ Zipcode: _____

Primary phone # (_____) _____ Alternate phone # (_____)
_____ Other _____

Email Address _____

Do you take **Credit Cards**: YES NO **EBT Cards**: YES NO **Checks**: YES NO

Cash: YES NO Senior Farmers Market Nutrition Program vouchers: YES NO

Are you registered with the Lauderdale or Colbert County Extension Agency for Growers Permit: YES
NO Cottage Food Safety Certified YES NO

Production Address (if different from above)

City: _____ State: _____ Zip code _____

Website (if any): _____

Do you use Facebook ___ Twitter ___ Instagram _____ Other _____

List all products you intend to sell at the market

Days you wish to sell (circle one): Tuesdays only Saturdays only Both days

In signing this application, I acknowledge receipt of the Rules and Guidelines of the Killen Farmers Market and agree to each fact set forth therein. I understand that I may be fined, asked to leave the market, or disqualified for violation of any of these rules. I agree to allow representatives of the Killen Farmers Market to inspect the premises where the products I intend to sell are produced. I agree to obtain all applicable permits and licenses, and to sell only products produced by my employees or myself. I further agree not to hold the Killen Farmers Market or the Town of Killen responsible for any damages arising from the sale of any of my products. I am responsible for obtaining all necessary insurance related to my product.

I am aware that I am personally responsible for paying city, county, and state taxes which are incurred by selling my products at the market and that the Killen Farmers market has no role in this process.

Signed _____

Print _____ Date _____

For questions/info email killenfarmersmarket@outlook.com

or phone Barbara (Elle) Yeilding 256 714 9068

The Farmers Market at Killen Park

The Town of Killen, through its Farmers Market steering committee, has organized a Farmers Market at the Killen Park.

The goals of the Killen Farmers Market:

1. Support and promote a sustainable and vibrant local farming community by providing an outlet for the sale of locally grown and produced farm products.
2. To provide access to fresh fruits and vegetables, quality eggs, meats and other farm products.
3. Provide nutritional education through vendor sharing, demonstrations and presentations to promote an increased awareness of how the quality of the food we eat impacts our health.
4. To educate the community on farming and agricultural issues impacting family farms and to support these farmers so they will be able to sustain their way of life and pass it on to future generations.
5. To support and encourage the arts by providing an outlet for local artists and crafters to sell their art and to provide an opportunity for musicians and other entertainers to perform.
6. To provide a space for local community groups to educate and build stronger relationships with the public to support their efforts in the community.

The market is organized under the Alabama Farmers Market Authority as prescribed in the Ala. Code §2-5-1 *et. seq.*, and complies with Alabama Admin Code 80.7.1 to become a Certified Alabama Farmers Market.

The Market Committee manages the regular business operations of the market. The Market Committee will conduct the day to day operations through a Market Manager designated by the Market Committee.

- Market Manager: Barbara (Elle) Yeilding (256) 714 - 9068

1. Location and Times

Killen Park just off the intersection of HWY 72 and Lock 6 Rd/CR 63.

Tuesdays 3pm to 6pm

Saturdays 8am to 1200

May thru September

Vendor Set up time is 7am to 7:45 on Saturdays and 2pm to 2:45 on Tuesdays

Close and clean up 12:00 to 1:00 on Saturday, 6:00-7:00pm on Tuesdays

All vendors are required to stay for the full length of the market.

2. Market Management

The market manager or designated agent shall have supervision and control of the activities of the market and the market property.

The manager has full responsibility for making certain that all rules and regulations as set forth by the Farmers Market Committee and the State of Alabama Farmers Market Authority are followed by

each grower and/or his/her agent or employee. The market management shall designate the locations for each vendor and if necessary, may require a producer to relocate. The manager shall assure the smooth operation of the market and the vendor cleanup of their area after the market close.

The management will be conducting farm visits throughout the growing season to ensure adherence to the producer only rules.

Advertising and special events will be coordinated by the manager.

In the event of inclement weather conditions, the manager has the authority to close the market to ensure safety of customers and vendors.

3. Approval of vendors and products

Selection of vendors will be determined by the market manager and the steering committee. The market will strive for a diversification of local farm products, local artists and food vendors.

Only producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's immediate family, partners, and employees. The number of non-food vendors may not exceed 30% of the total vendors. Items purchased for resale, as well as items made from kits, commercially available plans and items that are mechanically mass-produced may not be sold at the market.

Farmers (growers, ranchers, farmers, beekeepers) – Farmers may sell products grown and/or produced in Northwest Alabama with preference to Lauderdale Co. followed by Colbert and Limestone counties. Residents of these counties may not bring product grown on leased land in another state. Farms from outside of these counties in Alabama and within 25 miles into Tennessee may apply. Approval will be based on market need for items produced and will be reviewed by the steering committee. Farmers may include a farmer's family member, employee, or representative. A farmer or his representative must attend the booth during sale hours.

The sale of live plants requires that a producer grows the plant from seed, plug, cuttings or divisions for a minimum of two weeks. No reselling from commercial nurseries is allowed.

Artisans are producers of unique, hand crafted items that represent use of local talent, materials, ideas, etc. They can include crafters, jewelry makers, artists, photographers, seamstresses, lotions & soap makers, etc. Artisans may sell items approved during the application process. All items must be self-produced, not resale and/or mass produced. All artisan applications must include a photo sampling of items to be sold. The market manager and steering committee will approve only artisan vendors who represent unique, high quality products. County guidelines above will apply.

Civic Organizations Participation

All charitable organizations must fill out an application. Nonprofit, charitable organizations are welcome at the Market with approval of the manager and the steering committee. Organizations setting up information and donation-only tables will be allowed to set up free of charge.

Organizations selling a product to raise funds will be charged the normal rental fee. The Market is a public space not a public forum. Organizations, individuals and market vendors may only display educational material pertinent to the farmers' market, the process of marketing local foods to consumers and gardening. Any activity conducted on the farmers' market property during the hours of the farmers' market must be approved by the steering committee. Space will be allocated based on availability and selection criteria.

Home Processed Food Vendor: Food items that are home processed and meet the Alabama Farmer's Market Authority definition of non-potentially hazardous goods may also be represented at the market. Home processed products must satisfy all public health, labeling, permitting,

Cottage Food Certification and other requirements pertaining to processed products. County guidelines above will apply.

Food Vendors: Products pre-packaged for consumption onsite that do not meet the definition of Home Processed Food vendor. Preference for food vendors will go to locally created products, locally branded food sellers, unique ready to consume foods and prepackaged gourmet foods that will accent the products sold at the market. All food vendors must meet all local licensing and health department requirements and permits must be submitted upon acceptance to market. County guidelines above will apply.

Foods allowed to be sold that are produced in a **home kitchen**: baked breads, rolls, cookies, cakes, brownies, fudge, and double crust fruit pies; traditional fruit jams, jellies, marmalades and relishes; candy; spices or herbs; snack items such as popcorn, caramel corn and peanut brittle must have appropriate labeling to be sold at the Market. Vendor will not be allowed into the Market without prior authorization. **These products are required to be labeled that the production kitchen was not inspected by a regulatory agency.** Food shall be clean, wholesome and safe for human consumption and shall be handled, stored, transported and offered for sale in a sanitary manner. Each vendor must abide by Code 80-7-1.04(d) of the Administrative Code regarding all the home processed products, meat, insurance, proper weight and measures, dairy products, shell eggs refer to Alabama Department of Agriculture and Industries, Farmers Market Authority Administrative Code Chapter: 80-7-1.04(3)(4)(5)(6)(7)(8)(9)(10) (10)<http://www.fma.alabama.gov/HomeProc.aspx>

Growers selling eggs must follow guidelines set forth in the Alabama Shell Egg Law regarding proper labeling. www.fma.alabama.gov

Meat sales are to be frozen with proper State or USDA stamp on packaging.

Fish can be frozen or on ice at 37-41 F degree temperature maintained. Fish must be processed in an inspected facility.

Dairy products must have proper labeling from an inspected facility on the package. No raw milk products can be sold.

Only certified organic growers may use the term “organic” in their advertising at the Farmers’ Market. **The use of the term “organic” is not permitted unless the producer can show a Certificate from the State of Alabama that his/her produce is in fact organic.**

Market Vendors may use “pesticide free” and/or other terms, but the use of the word “organic” is controlled by State and Federal law.

4. Fees

Season Plan \$175.00 for one 10X12 or truck space for the entire market season, paid in advance by the end of the first market day. Location choice will be offered to season plan participants. Any daily fees paid before selecting the Season Plan do not apply toward the purchase of the Season Plan. This is good for your choice of either every Tuesday market or every Saturday Market. This plan does not allow for mixing of both days.

Dual Day Season Plan \$300 for the season for both Tuesday and Saturday market days, paid in advance by the end of the first market day.

Daily Plan \$10.00 for one 10x12 or truck space per market date. The market has one tent to rent with a 10x12 space. This will be set up in the tent area of the market and will rent for \$20.00 per market day. Pavilion #3 spaces will rent for \$15.00 per market day and will include one existing table to display products on. These fees will be collected during market hours. **A reservation must be made with the Market Manager 24 hours in advance of the day you wish to set up. If you have committed and paid for the season, please alert the manager in advance if you cannot attend.**

All fees collected will be used for promotion and to conduct the business of the farmer's market.

5. Permits

All growers who are selling at the market must hold a grower's permit. They are available at no charge from local County Extension offices or at www.aces.edu. The purpose of the certificate is to ensure that the products sold originate with the producer, his or her family, partners, or employees. This allows the producer and the customer to be exempt from state and local taxes for raw, unprocessed fruits and vegetables. A copy of the grower's permit must be provided to the Killen Farmers Market prior to the first market attended. All permits must be available at each vendor's booth in case of on-site inspection. All producers selling value-added products are responsible for obtaining a valid business license from the Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service. Participants shall collect all necessary taxes at the time of sale and remit same to the appropriate government authorities.

All licenses and permits must be available in case of on-site inspection. It is the responsibility of the producers to comply with any local, state and federal laws that pertain to their business.

6. Enforcement Process:

The manager will enforce the rules. Fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Market Committee. *#1: Producer fails to notify manager he/ she will not be attending the market that week might equal a one-week suspension. #2: Producer discovered reselling foreign products may result in disqualification to attend market.* Failure by any vendor to comply with any of these rules and regulations can result in forfeiture of the right to do business of any kind in the market for a length of time specified by the Market Committee. If a vendor would like to appeal their suspension or disqualification, a hearing will be arranged with the manager and the Market committee to hear arguments. The Market Committee will then vote on a resolution to determine the outcome of the producer's appeal. All complaints regarding market management will be handled by the Market Committee.

Any complaint made against a producer must be in writing and given to the Market Manager. The Market Manager is responsible for reviewing and resolving complaints. The Farmer's Market committee shall determine what type of investigation, if any, shall be conducted in response. They also have the sole discretion to determine whether that complaint will be disclosed to the producer under complaint. Also, the producer under complaint may or may not be given the opportunity to respond; this will depend on the nature of the complaint. **The market and its vendors will follow the Alabama Farmers Market Authority Administrative Code, 80-7-1.**

7. Rules and Law Compliance:

The sale of live animals is not allowed at the market. Alcoholic beverages, beverages containing one-half of one percent or more alcohol by volume, are prohibited for sale at farmer's markets.

Food items allowed for sale may include, but are not limited to, vegetables, fruits, meats, eggs, baked goods, honey, cider, flowers, and plants. All meat products will be reviewed by the Market Committee

prior to being allowed to be sold at the market. Products must meet all USDA/State Health Department guidelines.

8. Space Assignments and Reservation Policies

Prepaid Season Plan producers will receive priority selection of reserved spaces. The Market Manager will designate the spaces for participants. Assigned spaces may change depending on the market's weekly needs. Every effort possible will be made to keep each vendor in a regularly assigned space and to keep the spaces contiguous to maximize product visibility. All applicants will occupy only one space per Market Fee paid. Displays must be confined to the assigned space. Multiple spaces may be occupied with the payment of additional Market Fees as needed per space utilized. Participants who want to share space will be charged together for one space and all products of both participants must be contained within that one space. Space options may include a parking space for farmer's vehicle with white tent and table set up as the selling area. Use of the pavilions will be primarily reserved for customers and may be used to accommodate the special needs of a vendor, rented daily or used in the event of rain. Nothing can be placed outside the designated space for each participant without special written permission from the market manager.

The market will strive to maintain a ratio of a minimum of 70% food vendors to a maximum of 30% non-food vendors. The ratio will be pre-calculated based on the number of vendors interested in attending for that market day. The committee of the Killen Farmers Market monitors the overall composition of the market and determines the number of vendor openings available by type. Priority will be given to vendors participating in the market the previous year. Participants cannot give their participation rights/booth space to any other person without the express written consent of the Killen Farmers Market Manager which may be withheld for any reason.

Killen Farmers Market has the right to deny a space at any time for any reason deemed worthy by Killen Farmers Market committee. Killen Farmers Market has the right to cancel market days due to dangerous weather or other causes. No refunds of pre-paid fees will be given for bad weather.

If power is needed notify the manager before the season starts. Generators are not allowed without prior approval.

9. Set Up and Clean Up

A member of the market committee will open the market space and oversee the setup of producer tents and tables. Vehicles may enter the lot one hour and fifteen minutes prior to market opening and vendors may begin setting up once they have an assigned space for the day. It is necessary for all producers to be set up no later than 15 minutes before opening and ready to do business when the market opens each day. **There will be no sales allowed before the market opens.** Any vendor found in violation of early sales will be fined \$10.00 due immediately for the 1st violation, \$20 for the second violation, and \$50 for the third violation. Any violator who refuses to pay the fine will be asked to leave the market immediately and may not return without the Farmers Market committee approval.

Each producer is responsible for setting up his or her own tents, tables and signage in the manner specified by the Market Manager. Proper weighting of tents at all four corners is mandatory. Producers will always be solely responsible for the cleanliness within their vending area, regardless of the origin of the debris. Each producer is required to leave the space clean with all trash being securely bagged

and placed in the park dumpster. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes.

Determination of vendor parking will be made as the market progresses. Currently we will allow vehicles to remain behind the selling area.

Killen Farmers Market has the right to demand immediate clean-up and removal of hazardous equipment and the immediate removal and discard of clearly defective produce and other products.

10. No Show Vendors

A no-show vendor is defined as one who does not attend the market when expected, without notifying the Market Manager. It is each vendor's responsibility to inform the Market Manager of attendance at the market. The space rental fee paid in advance will not be refunded for a no-show vendor. Vendors who have unexpected circumstances that will cause them to arrive late should notify the Market Manager as soon as possible. This is a courtesy that will allow for smooth set-up of the market, avoiding stress and set-up delays. After 8:30 any vacant spaces may be given to another vendor.

11. Smoking and Tobacco use

Due to customer concerns, the Killen Farmers Market will be a tobacco/vape free zone. There will be no smoking, vaping or the use of smokeless tobacco in the market area.

12. General Violations

No alcohol or drugs will be allowed on market premises. All profane, abusive, discourteous, and boisterous language and/or conduct at or in the market vicinity are strictly prohibited.

Vendors, volunteers, and staff are expected to dress appropriately. No cleavage, frontal or posterior, will be allowed. Pants are to be worn at the waistline and belted if necessary. Extremely short shorts and strapless shirts are not allowed. No firearms except as permitted by state and federal rules.

There is to be no "dumping" of produce at the end of the market day. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among producers may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the committee. No booth fees will be refunded to any producers found to be participating in these activities. Anyone not cooperating with market rules will be asked to leave the market.

If the Market Manager determines that a producer has violated any provision of the market policies, that producer may be penalized.

13. Indemnification

The participant acknowledges full responsibility for all activities conducted in connection with the Killen Farmers Market and agrees to indemnify and hold harmless the Market, the Town of Killen, and each of their respective employees, agents, officers, directors and representatives (collectively, "Representatives") from and against any and all liability, loss, damage, expense, suits, claims, penalties or judgments arising in connection with the participant's participation in the Killen Farmers Market. Participant acknowledges that his/her responsibilities include any and all costs and expenses incurred by the Market, the Town of Killen or their Representatives in defending claims which may be brought against any of them. Participants are liable for their own products. The Killen Farmers Market and the Town of Killen shall not be held accountable for the products offered by participants. Product and liability insurance are the responsibility of the participants. Participant assumes all risk of loss due to fire, theft, weather or other causes of damages or loss. Participants agree to fully indemnify and hold Killen Farmers Market and the Town of Killen harmless from any claims of property damage or bodily injury caused by any member of the public due to the acts or omissions of the participant. There are no

other agreements between Killen Farmers Market or the Town of Killen and the participants, whether written or oral, other than the Rules and Guidelines and application of the Killen Farmers Market.

14. Food Safety and Sampling:

All procedures set forth in the **Alabama Farmers Market Authority Administrative Code, Chapter 80-7-1.04(4)** must be met. It is the responsibility of each vendor to abide by all state and federal regulations which govern the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the market. All vendors regardless of product must meet the health requirements that prevent food borne illnesses. No cooking is permitted within the market area without prior approval.

Health and Safety Requirements:

Sampling helps sell product, but to insure food safety and insect prevention, careful attention needs to be given to health requirements that prevent food borne illnesses. The following rules for safe sampling must be followed:

- Preparation of fruit and vegetable samples requiring cutting or slicing shall be done on-site immediately prior to consumption.
- No home prepared food samples shall be served at the market.
- Clean knives and cutting boards must be placed in protective plastic containers, food storage bags, wrapped in plastic wrap, etc.
- Clean equipment must be used to cut product, in-use items must be stored so they are protected from contamination.
- Replace soiled knives, cutting boards, etc. with clean items every two hours.
- Use single service items whenever possible.
- Store soiled items in a closed bag or container to avoid attracting insects.
- All fruits and vegetables must be rinsed thoroughly in clean water.
- Products may be rinsed or cleaned prior to bringing them to the market. The items should be stored in disposable food bags.
- Rinse melons in 200 parts per million chlorine solution prior to slicing for sampling.
- Fruit and vegetable sample servings must always be protected from contamination .
- Serving must be done in a manner protecting the sample from any bare hand contact.
- Utilize disposable gloves, single service utensils, napkins or tissues, or toothpicks are all adequate methods to avoid handling prepared samples
- Any ice used for cooling must be continuously and properly drained to avoid wrapped items soaking in melted ice water.
- Canned items (i.e., jelly, salsa, etc.) may be opened one jar at a time and sampled with clean disposable utensils.
- Use toothpicks, wax paper, paper sampling cups, or disposable utensils to distribute samples.
- Temperature control must be maintained on items needing refrigeration after opening.
- The County Environmentalist may have specific additional requirements depending on the food to be prepared and served, the general location of the event or food concession area, the availability of city water and sewage, and other local considerations. The Rules

of the State Board of Health require that a permit to operate a temporary food booth be obtained prior to any prepared food being sold.

15. Rights Reserved by the Market Manager

The Market Manager reserves the right to reject a vendor application if, in the Market Manager's judgment, the goods and merchandise are not compatible with the overall concept of the market or are inappropriate.

The Market Manager reserves the right to immediately deny a vendor the privilege of selling at the market. Reasons may include misrepresentation of products, poor quality of products or produce, nonpayment of fees, disorderly conduct or failure to heed the Market Manager's direction.

The Market Manager shall have the authority to oversee and enforce the market guidelines.

The Market Manager may also exercise Due Process for suspension in accordance with the following criteria:

Adequate verbal notification to the specific vendor by the market manager.

Written notification to specific vendor provided by the market manager.

Written notification of suspension from the market manager based on noncompliance by the vendor to adhere to verbal and written direction.

Fees are nonrefundable and will be enforced whether the vendor shows or not. This includes any early closing of the market due to inclement weather or any other unforeseen emergency.

The governing body and its designated agents shall implement and enforce all rules and regulations pertaining to the operation of a Certified Farmers Market in a fair and equitable manner.

16. Vendor Responsibilities

Vendors are responsible for their own sales taxes, licenses, permits and fees required for operation and will abide by all local, state and federal laws.

In keeping with an upscale farm theme, vendors are encouraged to make spaces attractive and appealing to buyers.

Each vendor is responsible for keeping his or her own space clean and attractive and staying within his or her designated area. Failure to maintain space upkeep and cleanliness may result in disciplinary action. Upon closing of the market, spaces are to be cleaned and swept by the vendor. Vendors are responsible for bringing their own equipment for clean-up.

Vendors must supply their own sales equipment (including credit card processing); one 10'x10' white commercial canopy for outdoor use, weighted on all 4 corners; one 8' table, chairs, tablecloths, display racks, display signs, bags for customers and money for change. Use of electricity requires market manager approval.

Vendors are required to display price list and a sign posting their name and location of their farm. Signage is subject to the approval of the Market Manager.

Vendors are restricted from attracting attention to items for sale by outcries in a loud or annoying, rude or offending manner. Each vendor may set his or her own prices. Pricing "parity" is to be maintained among market vendors.

Fruits and vegetables may be sold by count, bunch, or dry measurement. If sold by weight, scales must be "legal for trade". Inspection certificate of the scales must be provided to the market manager.

Vendor will occupy and attend assigned space for market's entirety, from the opening to its scheduled closing. A consistently full market is vital to its success and growth. The expectation of the public is that the market ends at the posted time. Only the Market Manager or his representative can close the market at any time other than that which is scheduled.

Well behaved pets on leashes are welcome, but the Market manager has the right to ask any ill-mannered pet and accompanying adult to leave. You must be willing to clean up after your pet. In order to create an inviting marketplace, vendor's behavior should be positive and upbeat. Ill-mannered vendors suffer the same fate as ill-mannered furry friends.

17. Governing Body and Steering Committee

The Killen Farmers Market is governed by the Steering Committee and the Town Council.

The Committee is comprised of three farmers, one community member and one representative from the council. Beginning service terms are one and two years. In 2018 one-year terms convert to two-year terms to create alternating terms. Committee members are recommended to the council to be 2020 members are:

Connie Parrish, councilwoman, two-year term ending 10/31/2020

Alaina Pettus, community member, two-year term ending 10/31/2020

Brandon Hines, farmer, two-year term ending 10/31/2021

Glenna Dunagan, farmer, two-year term ending 10/31/2021

Larry LouAllen, farmer, two-year term ending 10/31/2021

A minimum of two meetings per year will be held. These will be spring and fall and will be open meetings posted two weeks in advance. Additional meetings will be organized as needed.

18. Online Marketing Reimbursement

The majority of farmers market fees are used for direct advertising, such as print media, mailers, and online advertisement such as Facebook Ads. The Killen Farmers Market will reimburse personal expenses for the credit card holder on file for payment of these types of advertisements, as the Town of Killen is not responsible for providing credit card usage for this market. There will be one steering committee member each season who pays for the online marketing for the Killen Farmers Market, and that member will be reimbursed on a monthly basis for direct to consumer online advertising using collected farmers market fees. No reimbursement will be made for anyone other than the seasonal authorized credit card holder for these advertising expenses, without the express, written consent of the market manager and the Town Council prior to incurring advertising expenses. Reimbursement is limited to already collected funds and may not exceed that amount monthly (i.e. no advertisement expenses will be paid if funds are not already in the KFM account) or \$400.00 monthly whichever is less, not to exceed \$2000.00 per season.