



U CITY FARMERS MARKET

Operated by Midwest Association of Farmers Markets
C/o MAFM, PO Box 440340, St. Louis, MO 63144
Email: midtownfarms1@yahoo.com
Phone: (314) 913-6632

2020 RULES AND REGULATIONS

I. AUTHORITY

- These rules, regulations, and instructions are created at the sole discretion of the U City Farmers Market (the “Market”) and Midwest Association of Farmers Markets.
- The Market is managed by the Market Manager, who has authority over all Market operations.
- The Market Manager is the sole decision maker for all booth placements.
- The Market Manager has the discretion to limit the items and vendors for each category.
- No guarantee of exclusivity of products is made or implied.
- The Market Manager will not approve any new vendor on Market day.
- The Market Manager reserves the right to verify any farm or facility.
- The Market does not discriminate on the basis of race, sex, religion, national origin, age, color, disability, or sexual orientation.

II. TERMS AND CONDITIONS OF SALES

- Items for sale at Market must be Midwest grown or made. Exceptions are tropical foods like coffee, teas, and chocolate, which the vendor has roasted, blended, cooked or packaged under their own label.
- All items for sale must be made, produced or grown by the vendor
- Occasionally, a farmer may be allowed to sell a farm product they have not grown and which is not grown by any other farmer at market; but they must have expressed permission by the market manager beforehand.
- All items offered for sale at the Market must be first quality, unless they are expressly posted as “seconds”.
- All prepared or value-added foods must be prepackaged, labeled with the name, address, and phone number of the vendor, name of the product, and list of ingredients in order of predominance.
- All vendors must post signage stating their business name and location, as well as prices for all items.
- Farmers and vendors may not use descriptive words like “organic” and “certified” on their signage or advertising unless they have the credentials to back up those claims.

III. APPLICATION REQUIREMENTS

- All vendors at the Market must provide the following:
 - Completed Vendor Application Form (all items to be sold must be listed on Vendor Application.)
 - Proof of Vehicle Liability Insurance (required for operating a vehicle within the Market)
 - Any County, State, or Federal Licenses necessary to do business
- Certain vendors must provide the following:
 - Farmers’ Market Permits from the St. Louis County Department of Health (DOH)
 - General Commercial or Product Liability Insurance
 - Egg license from the Missouri Department of Agriculture
 - Temporary Liquor Licenses from Missouri, St. Louis County, and University City
 - Missouri Retail Sales Tax License

IV. RENTAL AND PAYMENT

- A “vendor” is anyone renting space on Market Day.
- No vendor shall assign, sublet, or sell their assigned space to another.
- Payment of fees is to be paid by cash, check or money order to “Midwest Association of Farmers Markets”
- Any vendor writing a bad check will be charged \$25 fee per check and future checks will not be accepted.
- Bad check fees must be paid in full prior to renting future space.
- The Market Manager will collect all fees.

V. SETUP AND TAKEDOWN GUIDELINES

- A Market Space is 10' x 10' tent unless otherwise indicated on application.
- Vendors must provide and set up their own tents and tables, unless otherwise indicated on application.
- All vendors must provide weights for their tents. Vendors with non-weighted tents will not be allowed.
- Market Setup begins at 6:30am by Manager and Crew. Vendors may begin set up after 7:00am.
- Weekly Vendors must wait to unload inside the Market until a booth is assigned.
- Once unloaded inside the Market, a vendor must immediately move his/her vehicle to the designated parking area for the remainder of the Market. Any exceptions are at the discretion of the Market Manager.
- At no time should vehicles be parked in the fire lane, on curbs, brick area, block any drive lane, or entrance or exit to the Market.
- No vehicle may drive in the Market area between 8:15 a.m. and 1:00 p.m. on Market Day.
- Nothing can encroach upon aisle space, common areas, fire lanes, or neighboring spaces. Any exception to this policy will be at the discretion of the Market Manager.
- Vendors must keep the vicinity in and around their selling area clean and orderly at all times.
- Vendors must remove all refuse and unsold items at the end of each Market Day. Produce waste must be removed by farmers.
- The Market provides recycling services only. Vendors may place appropriate items in designated bins.
- Vendors must agree to sell for the entire Market Day and are asked not to leave before then. If there is an emergency, see the Market Manager before leaving and help will be provided.
- Market operation is rain or shine. The Market only closes if there is severe weather or other emergency.
- Any items not removed by closing time may become property of the Market.
- If a vendor cannot attend the Market, the Market Manager must be notified at least 48 hours in advance by Email at midtownfarms1@yahoo.com unless there's an emergency; then call (314) 913-6632.

VI. DAILY OPERATIONS: MARKET HOURS ARE 9:00AM TO 1:00PM

Rights and Responsibilities on Market Day:

- Selling at the Market shall begin promptly at 9:00a.m. Farmers may begin selling at 8:30am. We have a long history of early shoppers and want to create the opportunity for more sales for the farmers.
- It is the responsibility of the vendor to refund or exchange merchandise that is deemed unsatisfactory.
- No vendor may engage in solicitation, collection drives, political, or religious activities in the Market.
- Vendors may not smoke, drink alcohol, and/or possess or use any controlled substance while at the Market other than beer and wine sold by licensed Market vendors.
- The use of any spark, flame, or fire-producing device is prohibited in the Market without Market Manager's written permission. In some cases a working fire extinguisher and a Fire Permit may be required.
- It is the responsibility of the vendor to provide any/all chairs, change, cash registers or cash boxes, signage, extension cords and covering, tape, decoration, display equipment, tent weights and water for business.
- Drinking water supplied by the Market in coolers is to be used only for customer and vendor drinking.
- Potable water for food prep may be brought by vendor or may be sourced from the Market's outdoor faucet.
- Potable water for plants/produce is available from an outdoor faucet or rain barrels on the Market Site.
- Vendors shall not allow seepage and leakage of water or fluids from their stands into the aisles, or other vendors' stalls or common areas.
- No vendor shall use false pack (meaning the topping or facing of containers with the best products exposed and poor products concealed underneath).
- No group or person at the Market shall enter into any price agreement; join any organization, or collude with others for the purpose of raising, lowering, or fixing prices of products at the Market, or for the purpose of keeping products at or from the Market.

VII. HEALTH STANDARDS

- The Market provides the following for public use portable restrooms; a hand-washing station; trash/recycling receptacles; potable water and electricity.
- Only vendors who have valid permits, proper documentation, and are in compliance with all applicable regulations may sell or sample food at the Market.
- All farmers must register with the STL County DOH. There is no fee to simply sell farm produce and products.
- Any food items must be displayed or stored at least 6” above the ground.
- No pets or live animals are allowed within twenty feet of vendor stall(s) with the exception of support dogs.
- Sales of frozen or packaged frozen meats are permitted if they come from an inspected source, are labeled properly, and maintained frozen. Fish may be sold frozen or fresh-on-ice. See Food Code for details.
- Potentially hazardous food samples shall be maintained at or below 41°F if cold and above 135°F if hot. All other food samples shall be disposed of within two hours of cutting or dispensing.
- Eggs may be sold if maintained at or below 45°F and the vendor has obtained a license from the Mo Dept of Ag. All eggs must be Grade AA or A. Mechanical refrigeration is required by the STL Co DOH.
- The sale of unpasteurized, raw milk product is not allowed by the STL CO DOH.
- All packaged products, baked goods, and canned goods must be processed in an approved facility.
- An “approved facility” is any place which has been inspected and approved by that area’s regulatory authority with current documentation of compliance.
- Packaged products must be labeled with the common name of the product; name, address, and phone number of the producer; and list of ingredients in order of predominance.
- All foods on sale or display are required to be protected from contamination.
- Samples shall be kept in approved, clean, covered containers and distributed in a sanitary manner, following the Sampling Guidelines. No bare hand contact with ready-to-eat food is allowed.
- Food for samples shall be washed clean with potable water.
- If sampling, immediate access to hand washing facilities is required by vendors.
- Utensils and cutting surfaces shall be smooth, non-absorbent, and easily cleanable or disposable.
- Refer to the St. Louis County DOH’s Farmers’ Market Guidelines for comprehensive permit information:
<http://www.stlouisco.com/HealthandWellness/FoodandRestaurants>
- Health Permits are processed at the STL Co DOH Headquarters, 6121 N. Hanley Rd, St. Louis MO 63134.

VIII. NON-FOOD VENDORS

- Artists and Crafters may be vendors and are not to comprise greater than 20% of the Market by capacity.
- Artists/Crafters must be the approved vendor and present on Market days as the seller.
- The handcrafted component of an art or craft piece must dominate the work; any commercial component must be transformed in a way that makes it original and unique.
- Handmade clothing must list fabric content and care instructions.
- Handmade jewelry must list all metals used.
- No art or crafts may be sold on consignment or wholesale.
- No art or crafts may be sold which are commercially produced or were assembled from commercial kits.

IX. NOT-FOR-PROFIT ORGANIZATIONS

- May rent space on an “as available” basis at a reduced rate if they want to sell items.
- Not-for-Profit organizations must provide proof of their not-for-profit status.
- Not-for-Profit organizations requesting to sell handcrafted items, baked goods, or packaged foods must comply with all standards and requirements listed above. For food vendors, a DOH permit may be needed.
- Not-for Profit organizations may use the Community Space free of charge to simply inform the public through the distribution of literature; registration for emails or events; or to take a survey.
- A vendor in this category must have express consent from the Market Manager and space is allotted on an “as available basis”.
- No soliciting or receiving of donations is permitted.

X. SNAP/EBT, HPES AND CREDIT/DEBIT ATM SERVICES

- MAFM offers these services to Market Customers on behalf of and at no cost to farmers and other vendors.
- All of these increase vendor sales and may provide seniors & low income families access to market foods.
- Vendors must follow all program procedures and sign applicable agreements in order to participate.
- These programs use specifically designed alternative currency like wooden and plastic tokens or market bucks.
- Vendors must become familiar with each form of currency and what they may be used for.
- SNAP/EBT is Supplemental Nutrition Assistance Program and Electronic Benefits Transfer.
- HPES is Health Protection Education Services.
- CREDIT/DEBIT is the Market's "ATM" providing Tokens to customers for use at any vendor's booth.

XI. COMPLAINTS AND GRIEVANCES BY CUSTOMERS OR PATRONS

- It is the goal of MAFM and UCFM to create an environment of trust and transparency for our customers in regard to where their farmers' market food and products are grown, made and sourced.
- Our success depends on all farmers and vendors maintaining high standards in both quality and safety of products sold; in having honesty about product sourcing; and in good customer service practices.
- A consumer may file a complaint with market management if they suspect a vendor is not following UCFM rules and regulations, not selling their own products or produce, or selling inferior products.
- Customers are encouraged to express concerns directly with vendors. However if they are uncomfortable doing so and they appeal to market management, we will speak to the vendor on the customer's behalf.
- It is the responsibility of the vendor to warrant, refund, or exchange merchandise that is deemed unsatisfactory. Vendors are required to satisfy any customer complaint under any circumstances.
- A vendor who does not comply with this policy will be given the opportunity to make corrections and amends to the customer. If corrections are not made by the next market; a review or site inspection process may be generated or the vendor may be asked to leave the market; depending on the severity of the complaint.

XII. COMPLAINTS AND GRIEVANCES BY VENDORS

- All Vendor grievances about other vendors or the market must be made in writing to the Manager. Written complaints will be responded to within 7 days. The name of the complainant shall be kept confidential.
- Complaints may generate a site visit by Market Management without prior notice to the vendor.
- If complaints are deemed to have merit, vendors will be given the opportunity to make corrections to the satisfaction of the Rules and Regulations set up by MAFM for market operations within 7 days.
- Vendors may appeal in writing to the MAFM board at PO Box 440340, St. Louis, MO 63144, within 7 days, if they disagree with the complaint. The MAFM board will review the appeal and respond within 7 days.
- If any violations to rules and regulations are not remedied in a timely manner and to the satisfaction of Market Management and the MAFM Board, the vendor who is in violation, may be expelled from the market for the rest of the season without any refunds in prepaid vendor fees.

XIII. LIABILITY AND INDEMNITY

- As a condition of this Agreement, Vendor shall indemnify, defend and hold Midwest Association of Farmers Markets("MAFM"), Rodan Management, and University City; their employees, agents, or officials harmless from and against liability, claims, demands, whether public or private, arising out of or in connection with any act, omission or misconduct by their, its employees, vendors, attendees or its agents.
- And any claim arising in connection with any activity done by, or on behalf of MAFM, U City Farmers Market, University City, or Rodan Management are hereby released from any responsibility/liability for loss or damage of merchandise while it is stored on site at the Market's location.
- Any vendor who arranges to store equipment and supplies at the facility must sign the "Storage Waiver Form."
- These provisions shall survive the expiration of this Agreement.

The vendor's signature on the market application verifies that they have read, understood, and agreed to all of the 2020 U City Farmers Market rules and regulations. Please direct any questions or concerns to: Market Manager at midtownfarms1 @ yahoo.com or (314) 913-6632