



U CITY FARMERS MARKET

Operated by Midwest Association of Farmers Markets

Email: midtownfarms1@yahoo.com

Phone: (314) 913-6632

RULES AND REGULATIONS

FOR ARTS, CRAFTS AND OTHER NON-FOOD VENDORS

□ 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.

□ 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 applicable County, State, or Federal Licenses necessary to do business

□ 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 via Square invoicing 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 or the vendor may opt for being invoiced online.

□ MARKET SCHEDULE

- Saturday Market Hours: 8:30am to 12:30pm.
 - Setup begins at 6:30am by Manager and Crew. Vendors may begin set up after 7:00am.
 - No vehicle may drive in the Market area between 8:00 a.m. and 12:30 p.m. on Market Day.
 - Selling at the Market shall begin promptly at 8:30a.m.
- Wednesday Market Hours: 4:00pm to 7:00pm.
 - Setup begins at 1:30pm by Manager and Crew. Vendors may begin set up after 2:00pm
 - No vehicle may drive in the Market area between 3:30pm and 7:00pm on Market Day.
 - Selling at the Market shall begin promptly at 4:00p.m.

□ CANCELLATION POLICY: Email Manager at midtownfarms1@yahoo.com by noon on Thursday to cancel.

- Weekly Vendors will be charged the full fee if space is set up and they don’t show; unless it’s an emergency.
- For emergencies on Saturday morning, call or text the Day Manager at 314-913-6632.

□ 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.
- 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.
- Vehicles may not park in the fire lane, on curbs, brick area, block any drive lane, or entrance or exit to the Market.
- 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—either taking it home or placing it in the Tan Dumpster. Recyclables may be placed in the Blue Dumpster. Do not place trash in the market’s small waste 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 another 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 [info @ midwestfarmersmarkets.org](mailto:info@midwestfarmersmarkets.org) unless there’s an emergency; then call [\(314\) 913-6632](tel:3149136632).

□ **DAILY OPERATIONS—RIGHTS AND RESPONSIBILITIES ON MARKET DAY**

- 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, wine or drinks 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.
- Potable water for drinking and other uses is available from an outdoor pump style faucet.
- 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.

□ **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.

□ **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 consent from the Market Manager and space is allotted on an “as available basis”.
- No soliciting or receiving of donations is permitted. Religious and political are not permitted to participate.

❑ **SNAP/EBT, DUFB AND CREDIT/DEBIT TOKEN SERVICES**

- SNAP/EBT AND DUFB are for food and farm vendors only.
- CREDIT/DEBIT: Tokens may be purchased by customers for use at any vendor's booth. If a vendor does not have a POS, they may send customers to the Market's information booth to purchase \$5 Wooden Tokens. These may be as cash to purchase items from vendors.

❑ **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.

❑ **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.

❑ **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.
- MAFM secures facility use agreements with the City of University City and Rodan Management to host the U City Farmers Market. Agreement updates may occur due to unforeseen circumstances such as utility or public works issues, natural disasters or ownership changes. MAFM will notify vendors if any changes occur which necessitate alterations to the market's venue or operations.

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