



U CITY FARMERS MARKET

Organized by Midwest Association of Farmers Markets

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Phone: (314) 913-6632

RULES AND REGULATIONS FOR FARM AND FOOD VENDORS

□ AUTHORITY

- These policies, 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, religion, national origin, age, color, disability or sexual orientation.

□ 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; and specialty seafood or dairy products which are approved by management.
- At least 80% items for sale must be made or produced by a food vendor. Exceptions must be disclosed.
- 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.

□ 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)
 - General Commercial or Product Liability Insurance naming Midwest Assn of Farmers Markets as an additional insured.
 - Any County, State, or Federal Licenses necessary to do business
- Certain vendors may be required to provide the following:
 - Farmers’ Market Permits from the St. Louis County Department of Health (DOH)
 - Egg license from the Missouri Department of Agriculture
 - Temporary Liquor Licenses from Missouri, St. Louis County, and University City
 - Missouri Retail Sales Tax License

☐ 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 online with the application; or with check, cash or Square invoicing. Checks are payable to MAFM (Midwest Association of Farmers Markets).
- There are no refunds for full season vendors who pay in advance to receive a discount and then stop participating in the market.
- 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.

☐ MARKET SCHEDULE

- Saturday Market Hours: 8:30am to 12:30pm.
 - Market setup begins at 6:15am by Manager and Crew.
 - Produce Farmers may begin setup at 6:30am. Other vendors may begin after 7:00am.
 - Farmers with trailers must arrive no later than 7:30am.
 - No vehicle may drive in the Market area between 7:45a.m. and 12:30 p.m. on Market Day.
 - Selling at the Market shall begin promptly at 8:30a.m.
- Thursday Market Hours: 4:00pm to 7:00pm.
 - Setup begins at 2:00pm by Manager and Crew.
 - Farmers may begin set up at 2:00pm. Other vendors may begin set up after 2:30pm
 - 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.

☐ ATTENDANCE AND CANCELLATION POLICY:

- The Market’s success and vitality as a whole depends on vendor commitment to scheduled dates. We curate and accept vendors based on requested dates in their application, in order to provide the fullest assortment possible. The market relies on the commitment made by vendors and consistent attendance in order to build and maintain a customer. base and provide a reliable shopping experience
- Repeated, chronic late arrivals or absences by a vendor, with or without notice, may result in:
 - a. Verbal and/or written warning
 - b. Possible suspension or removal of vendor from market
- Email Manager at midtownfarms1@yahoo.com no later than the day before market to cancel.
- Weekly Vendors may be charged the full fee, if a space is reserved and they don’t attend without notice.
- Full-Season Vendors do not receive refunds if they miss market days or stop coming to the market.
- For market day emergencies, text the Manager at 314-913-6632 at least 1 hour before market opens.

☐ DAILY OPERATIONS:

- 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 desertion of the Market Manager.
- Vehicles may not park in a fire lane, on curbs, 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, produce waste and unsold items at the end of each Market Day.
- The Market provides trash receptacles for customers use only.
- 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.
- The Market 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.

☐ DAILY RIGHTS AND RESPONSIBILITIES:

- 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. A working fire extinguisher is 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 may be used only for customer and vendor drinking.
- Potable water may be brought by the vendor or may be sourced from the Market's outdoor faucet.
- Potable water for plants/produce is available from an outdoor faucet 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 vendor 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 Market; or for the purpose of keeping products at or from the Market.

☐ HEALTH STANDARDS FOR FOOD AND FARM VENDORS

- 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; unless the farmer is from another state.
- Any food items must be displayed or stored at least 6" above the ground.
- No pets or live animals are allowed within near 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 used or disposed of within four 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 or 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.

☐ **ALTERNATIVE CURRENCIES**

- **SNAP/EBT AND DUFEB (See Provided Information Page)**
 - SNAP/EBT is Supplemental Nutrition Assistance Program and Electronic Benefits Transfer.
 - DUFEB is Double Up Food Bucks. It doubles the money spent by SNAP users on Fresh Produce.
 - MAFM offers these services to Customers on behalf of and at no cost to food and farm vendors.
 - 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.
- **CREDIT/DEBIT TOKENS AND MARKET BUCKS (See Provided Information Page)**
 - Tokens may be purchased by customers for use at any vendor’s booth.
 - Market Bucks may be created for special events or promotions.
 - Tokens and Market Bucks may be redeemed by vendors for cash at the end of the market day.

☐ **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 customer may file a complaint with a vendor or market management. 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; a review by MAFM may be generated. The vendor may be suspended from 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 Policies and Regulations set up by MAFM 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 suspended from the market for the rest of the season without any refunds in prepaid vendor fees.

□ **PETITION AND SOLICITATION POLICY:**

- MAFM and Market Management have worked hard alongside its vendors and farmers over many years to build a vital customer base from which all vendors benefit.
- MAFM protects this customer base by not allowing petitioning, canvassing and solicitation by outside organizations, brokers and businesses on the day of market.
- Vendors are asked to do the same for the market and their fellow vendors.
- During Market hours, vendors may not engage in solicitation, collection drives, political, or religious activities in the Market
- During Market hours, vendors may not solicit or petition the markets' customers to sign up for CSA's, home or other delivery services which are expressly designed to take the customers' patronage away from the market.

□ **LIABILITY AND INDEMNITY**

- As a condition of this Agreement, Vendors shall indemnify, defend and hold Midwest Association of Farmers' Markets ("MAFM") and the City of 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 employees, vendors, attendees or agents.
- And any claim arising in connection with any activity done by, or on behalf of MAFM, U City Farmers Market and the University City, are hereby released from any responsibility and liability for loss or damage of merchandise while it is stored on site at the Market's location.
- And any claim arising in connection with schedule or location changes due to unforeseen circumstances such as public works or utility issues, construction and natural disasters; MAFM, U City Farmers Market and the University City, are hereby released from any responsibility and liability for loss of business.
- These provisions shall survive the expiration of this Agreement.

The vendor's signature on the online 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 [midtownfarms1 @ yahoo.com](mailto:midtownfarms1@yahoo.com) or (314) 913-6632