



# PLYMOUTH Farmers Market

## 2022 VENDOR HANDBOOK

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## 1. NAME

The market shall be known as the Plymouth Farmers Market and will be owned and administered by the City of Plymouth, through the Plymouth Parks and Recreation Department hereafter referred to as the "Managing Authority".

## 2. PURPOSE

The purpose of this Vendors Handbook is to describe the organization and administration of the Plymouth Farmer's market and to detail the rules and regulations to be followed by the Managing Authority, and vendors. The Market Manager or Managing Authority shall deal with any issue not covered in this handbook.

### Mission

To create a sense of community and to enhance community health with fresh, locally grown produce and foods.

### Use

The use of the market is restricted to the sale of local products grown and produced in the State of Minnesota. Special exemptions may be allowed from time to time, upon the approval of the Market Manager, subject to agreement by the Managing Authority in response to local supply or productivity and such exemptions are not to interfere with locally produced products.

### Market Vendors

Market vendors as a whole should feel free to communicate with the Plymouth Farmers Market Managing Authority with respect to: *(NOTE: please be respectful when broaching topics that involve other vendors, those conversations should be private and should include only the concerned vendor and the market manager).*

- The overall management, operation and administration of the market.
- The improvement of the market site and associated area; the layout of the vendor's space, and other physical improvements.
- The regulations of the market, including the hours of operation; designation of stall space; charging of market fees; housekeeping, rules, sanitation and posting of signs and other matters.
- The advocacy and support of the market and development of continuing advertising and promotional programs for the market.
- A market evaluation will be provided for the specific use of generating feedback from vendors.

## 3. MARKET LOCATION & SEASON

**Location:** Parkers Lake Playfield: 15500 County Road 6, Plymouth, MN 55447.

**Dates & Hours:** The 2022 season will be Wednesdays, June 22 – October 5, from 2:30 - 6:30 p.m.

## 4. MEMBERSHIP

The Managing Authority may admit any vendor who:

- Is a grower, producer, or artisan resident of the State of Minnesota.
- In their opinion, are a responsible advocate or supporter and a person likely to contribute to the betterment of the market.
- Agrees to abide by the rules and regulations of the association and has paid vendor fee upon application.

### Producers-Only

Vendor applicants must produce what they sell; **resellers are not eligible to participate as a vendor**. All products offered for sale must be grown or produced by the applying vendor. The vendor is defined as

the applicant or the applicant's spouse, sibling, child, parent or domestic partner, who assists substantially in the cultivation of the crops, or in the production of the agricultural, baking or craft product. The sale of items grown or produced by anyone other than the vendor, as defined above shall not be permitted.

## 5. VENDOR STATUS

There is only one type of vendor status at our market: SEASONAL VENDORS – those who attend the market full-time, for the entire season, June through October. Vendors that fail to attend the entire season **will not** be issued a refund and will jeopardize their chances of being a future Plymouth Farmers Market vendor.

## 6. PRODUCT CATEGORIES

**Agriculture.** Products include but are not limited to: fruit and vegetables, plants, shrubs, trees and flowers. Agricultural vendors may sell pre-packaged, individual servings for take home, and a reasonable charge may be applied for small samples. (Vendors must provide appropriate licensing)

**Baking.** Products include, but are not limited to: bread, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc. No ready-to-eat single servings will be allowed to be sold for consumption at the market. (Vendors must provide appropriate licensing).

**Animal Products.** Products include but are not limited to: meat, cheese, eggs and butter.

**Home and Health Products.** Products include, but are not limited to: soaps, candles, bath salts, balms and lotions.

**Handmade.** Products include, but are not limited to created and produced by an individual vendor.

## 7. SELECTION PROCESS

*Please note that the number of vendors in each category is limited in order to prevent saturation in one category. This will improve sales for all vendors. The Managing Authority will determine the number of vendors in each category through the application process.*

**Vendor Agreement.** All applicants for membership must complete a "Vendor Application/Agreement" form. The purpose of the Vendor Agreement procedure is to maintain a high quality, producer-based market; to provide a variety and balance of products; to ensure fairness to all vendors and to ensure the vendors abide by the rules of the market. The agreement also lists all of the products approved by the Managing Authority for sale at the market.

**Review & Jurying.** All products to be offered for sale must be approved by the Managing Authority to ensure they are indeed produced by the applicant; produced direct from farmer to market and that they are of high quality and are compatible with the other products sold at the market. The committee reserves the right to refuse acceptance of any applicant or product that is not following the rules, regulations, or standards of the Plymouth Farmers Market.

## 8. BOOTH/STALL ALLOCATION

**Space Limitations.** Vendors are normally limited to a single booth/stall space, which has 12 frontage feet. Vendors may apply for multiple spaces, but allocation depends on the space available at the time and may be withdrawn at any time if the space is required for new vendors.

**Sharing.** Two market vendors, subject to approval prior to the first day of the market by the Market Manager, may share one stall. You are not able to add another vendor in your same stall once the market has begun.

**Space Assignment & Location.** Space is assigned by the Market Manager to ensure good distribution and to minimize competition. Vendors will receive their location assignment from the Market Manager via email.

## 9. VENDOR RESPONSIBILITIES

**Compliance.** Vendors must fully comply with the following items. Failure to do so may be grounds for termination of the Vendor Agreement and expulsion from the market without refund:

- Abide by the By-Laws and/or Constitution of this Handbook.
- Be respectful of customers and other vendors in all interactions; refrain from any kind of harassment or other inappropriate behavior.
- Comply with all Municipal, Provincial and Federal Regulations regarding labeling, measures, health and safety, etc. for all products offered for sale at the Market. **Compliance is the responsibility of the individual vendor.**

**Payment of Fees.** All fees must be paid in full along with the submission of your application by **Friday, April 1**. Any vendors not accepted into the market will have their vendor fees returned. Once the vendor fees have been accepted, they are not refundable or negotiable.

**Booth Personnel.** Vendors are expected to attend the market in person to sell their own products and not make use of agents or employees. Anyone other than the producer that operates the booth must be listed on the vendor application. Shoppers want to speak to the actual producer who is knowledgeable about their product and pricing.

**Punctuality.** Vendors may start to set up no earlier than 12:30 p.m. Vendors must wait until the market staff moves the parking barriers to enter. Vendors are not allowed to move barricades. Vendors shall be set up and ready for business at 2:15 p.m. All vendors must remove their vehicles, market belongings and products after each market day. The stalls should be clean and vacant by 7:30 pm, allowing approximately one hour for tear down.

**Attendance.** Vendors are expected to be in attendance every week of the market. A vendor must notify the Market Manager as soon as possible if they are not going to be in attendance that week. Vendors must keep their booths/stalls/tables open for duration of the market and not begin to tear down before designated close time of 6:30 pm. If for some reason a vendor must leave the market early, they must clear it with the Market Manager, and it should be with minimal disruption to customers and other vendors. Quarter Season Vendors must attend all four dates scheduled by the Manager.

**Products.** Vendors must bring enough products to last for the entire market day. Exceptions may be made for reasons of product supply beyond their control.

**Product List.** Each vendor must submit a list of items they propose to sell; this list should be included in the market application. The Managing Authority will make the final determination as to what vendors will be allowed to sell. If a vendor adds new items to the original list of items to sell, they must be approved by the Market Manager one week prior to the market the item will be sold at.

**Displays.** Vendors are responsible for providing, setting up and taking down all their own display/stall materials (displays, chairs, etc.). The Market Manager may ask that unsightly, inappropriate, or unsafe materials be removed. Stalls must be kept neat and clean at all times. The Plymouth Farmers Market accepts no responsibility for damaged or lost materials.

**Parking.** Vendors may park one vehicle if it can fit within their allocated stall space. Vendors with trailers must park in one of the surrounding parking lots. No trailer parking allowed in stall space. Prime parking areas (which include handicapped spaces, public spaces) must be left for shopper usage.

**Conducting Business.** Vendors must remain in their own booth/stalls when selling. Sales must be conducted in an orderly and business-like fashion. No shouting or other objectionable means of soliciting sales are permitted.

**Pricing.** All items offered for sale must have prices prominently and clearly displayed. Shoppers prefer and expect this. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. In the event of continued distress pricing, the Managing Authority reserves the right to cancel a vendor's application and remove them from the market and/or to impose

“pricing ranges.” Each vendor will be responsible for his or her own sales tax collection, where applicable.

**Permits.** Vendors are responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products. **The permits given to vendors from the Plymouth Farmers Market, along with any other applicable permits must be displayed and available on-site throughout the season.**

**Farm Products Grades and Sales Act.** Produce should be sold by units or in containers. If your product is sold by weight, the scale must be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced.

**Food Safety.** Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. All vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods. Please adhere to the following guidelines:

- All foods offered for sale must be protected from contamination.
- Baking and processed foods must be pre-packaged at point of production, and smaller items such as muffins must be packaged in lots of at least three to discourage eating on site.
- All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair, and skin. All vendors **MUST** wash hands with warm water and soap after visiting the washroom. **If you are offering samples, you must have the proper permits and/or licenses as well as your own wash station.**
- Containers and wrappings must be single use only.
- Do not allow any unauthorized persons access to where food is being prepared.
- Racks, shelves, or tables must be provided for all food display and all food must be at least 15cm off the ground.
- Personal items should not be stored anywhere near food products.
- Sampling and condiments:
  - Do not allow customer to get hands anywhere near samples to be eaten by other customers; provide toothpicks or small paper containers or pass out each sample.
  - Provide tongs, forks, or spoons for each type of condiment being offered; no customer hands in the containers.
  - Clean up the serving area often, being especially careful to pick up food scraps that fall on the ground.
  - Watch children very closely.
  - Provide a washing station for employees that will be working with samples.

**Refuse.** Stalls must be kept free from refuse during the market. At the end of the day, all refuse is to be taken off-site by the vendor. This is especially critical for any produce and food vendors, because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the floor or ground. Recycling cans and trash bins will be located on site for public use only.

**Alcohol.** No alcoholic beverages are permitted on site at the market.

**Tobacco products.** No tobacco products are permitted on site at the market. The City of Plymouth's facilities and parks have been designated tobacco free areas.

**Animals.** Animals are not allowed in the vendor stalls or vehicles.

**Insurance.** Insurance coverage is the responsibility of the individual vendor. Plymouth Farmers Market bears no responsibility for any vendor's property at the market.

**Tent Security.** All vendors are responsible for providing tent weights for any tent structures within their stall space, this is to ensure safety in the market and protect your tents, as well as shoppers and vehicles.

## **10. MARKET MANAGER RESPONSIBILITIES**

**Rules and Regulations.** The Market Manager supervises the operations of the market. The Market Manager will apply the rules and regulations of the market as detailed in the Vendors Handbook, and report violations to the Managing Authority, as necessary. The Manager may ask the Managing Authority to suspend a vendor for one or more days for a serious violation of the rules. Depending on the nature of the violation the Market Manager and/or the Managing Authority reserves the right to remove vendors from the market at any time for any reason.

**Collection of Fees.** Vendors may not attend the market until all fees are paid through the Park and Recreation Department. Fees are due with application before the market season. Any "non-sufficient fund" check that is returned will be assessed the current rate charged by the City of Plymouth.

**Space Allocation.** The Market Manager shall assign all stall space with consideration of the following:

- Priorities established under Section 8 of this handbook
- Vendor attendance record, including late arrivals and early departures
- Stall availability
- Product category and its compatibility with products of nearby vendors

The Market Manager may move a vendor for reasons of safety, health, product compatibility, or any other valid reason. Vendors must be able to independently complete set up/tear down of your stall each selling day.

**Removal of Persons.** The Market Manager has the authority, with cause, to request any vendor or other person to leave the market operating area and, if necessary, to call the police for assistance. The Market Manager, depending on the violation, may expel a vendor from the market and future markets.

**Problem Resolution.** Vendors are encouraged to approach the Market Manager or the Managing Authority if they encounter a problem. Any discussion of the problems of the market in front of customers is strongly discouraged and shall be avoided.

**Cleaning.** The Market Manager shall ensure that the Market is left in a clean and tidy condition at closing. The vendors' cooperation is imperative.

## 11. FEES

### 2022 Fee Structure

FULL SEASON SINGLE STALL:	\$250/Non-Resident	\$220/Plymouth Res.
FULL SEASON DOUBLE STALL:	\$500/Non-Resident	\$440/Plymouth Res.
HALF SEASON SINGLE STALL:	\$160/Non-Resident	\$140/Plymouth Res.
PARTIAL SEASON SINGLE STALL:	\$80/Non-Resident	\$70/Plymouth Res.

**Stall Size: 18' Deep x 12' Wide**

Half Season is 8 market dates. Quarter Season is 4 market dates.  
Applicant works with Manager to determine schedule.

**Refund Policy** Vendor stall fees are non-refundable and non-negotiable. Refunds may only be granted for extenuating circumstances if deemed valid by the Managing Authority and Market Manager. If allowed, a refund will be pro-rated according to market days remaining. An additional administrative fee may apply. **If a vendor is removed from the market, no refund will be issued.**

## 12. GENERAL

**Customer Service.** It is expected that our Farmers Market will be an upbeat and friendly place. Vendors, management, and the Managing Authority always want to deliver service with a smile! Our shoppers deserve nothing less!

**Weather.** The Plymouth Farmers Market is held rain or shine; all vendors are expected to be in attendance. The market will only be cancelled in the case of severe lightning, thunder, tornadoes, or other extreme weather. Vendors will not be issued a refund for any days missed due to weather.

**Community Table.** A community table is available to charity and non-profit organizations, at a low rate (\$25), for fund-raising, promotional and education purposes. To apply, contact the Market Manager at least two weeks in advance to the market date/s you would like to attend. Any products for sale must be approved by the Market Manager and must not be in competition with Market vendors. First priority will be given to groups associated with the City of Plymouth. All rules and regulations will apply to the community table. The person applying will be held responsible for ensuring that the booth is staffed and left in the same condition as received. Plymouth Farmers Market does not supply table, chairs, or marketing materials.

## 13. MODIFIED PROCEDURES COVID-19

**Wellness.** Vendors may NOT attend if feeling sick or anyone in family or production staff is sick. When in doubt, stay home.

**Personal Protection.** Wash hands frequently, don't touch your face, cough or sneeze into elbow. The City of Plymouth is following CDC and MDH guidelines. Fully vaccinated people may be at the market without masks. Unvaccinated people are strongly encouraged to wear masks.

**Handwashing.** Vendors should bring their own handwashing station if possible. The market will provide handwashing stations for customers.

**Market Layout.** Vendor tents will be placed about 6' apart. We are not able to guarantee your previous outdoor location. Controlled entrances and one-way traffic have been discontinued.

**Set-up and Take-down Procedures.** The lot will be open to vendors at 12:30pm. Vendors will receive an email with their stall and a map of your location at least one day prior to market. Staff will be on hand to answer questions. The market will remain open until 6:30pm. Barring an emergency, vendors must stay in place until the end of the market.

**Other.** We are monitoring info from markets across the country and information from the CDC and the MN Department of Health. These best practices will likely be modified from market to market during the COVID-19 pandemic.

COVID guidelines and restrictions are subject to change. The Market Manager will update vendors if anything changes.