

## **Kingsport Farmers Market Vendor Handbook**

This document outlines the policies and procedures of the Kingsport Farmers Market.

**Mission:** The goal of the City of Kingsport Farmers Market Program is to provide a vibrant, diverse market of local and regional produce for the recreational and nutritional benefit of the citizens and visitors of Kingsport.

### **Vendor Selection Process**

#### How to apply

- All vendors, returning or new, must submit an application annually.
- Applications are accepted online through Manage My Market on the Kingsport Farmers Market website [www.KingsportFarmersMarket.org](http://www.KingsportFarmersMarket.org). Paper applications are also available at the Farmers Market, the Carousel, and City Hall. Completed paper applications may be returned to: Kingsport City Hall, 225 W Center St, Kingsport, TN 37660, 8 a.m. – 5 p.m. Monday through Friday or Kingsport Carousel, 350 Clinchfield St, Kingsport, TN 37660, Wednesday through Sunday.
- You may be required to submit photos of your product.
- A vendor may be required to provide any necessary licenses, permits or certificates.
- If accepted as a vendor, you will be notified of space prior to market day.

#### Vendor categories

- Home-grown vendors (at least 75% of your produce sold is grown by you). Items not grown by you must be labeled with the place of origin, which must not exceed a 100 mile radius of the farmers market. Priority for vendor selection will be given to home-grown vendors.
- Food (prepared) vendors – items such as homemade baked goods, honey, jams, jellies and canned foods are acceptable given they meet all state and local health department and TDA regulations/standards.
- Craft vendors – All items must be hand-crafted by the vendor.
- Commercial vendor- Defined as a vendor selling less than 75% home-grown produce or vendors selling non-homegrown natural product, processed product or animal product. These vendors also encompass those who sell items purchased on a wholesale basis for resale. Items not grown by vendor must be labeled with the place of origin, which cannot not exceed a 100 mile radius of the Kingsport Farmers Market.

*Note that Kingsport Farmers Market Staff (Market Staff) will place a priority on homegrown and local vendors but allow a mix of categories that does not exceed 15% prepared food and 15% craft.*

### Vendor rates

Inside booth - \$15 per market  
Outside booth - \$8 per market

Wednesday rates will be half price:  
Inside booth - \$7 per market  
Outside booth - \$4 per market

### Assignment of Booth Space

- Market Staff will assign booth space. Assignment will be given for each market and will be generally assigned on a first-come first-served basis. Please identify the preferred location on your application. Location will be determined by Market Staff.
- Vendors must be setup at the market by 7a.m. With special arrangement, a later arrival time might be accommodated provided the request is made to the Market Staff prior to market day. The market will open for vendor set up one hour prior to the market opening for the general public.
- If a vendor has reserved a space but sees that he/she cannot come to the market, the assigned booth fee will be removed from the vendor's account IF he/she notifies Market Staff at least 48 hours in advance. Special consideration can be given to emergency situations. Please see 'Cancellation Process,' page 5.
- Vendors who repeatedly fail to show for reserved space or release their space by calling Market Staff will be charged the full fee and will potentially lose space for the rest of the season.
- Vendor who cannot attend the market may send a representative in their place but the vendor is responsible for making all onsite representatives aware of all rules, policies and procedures for the market. The Market Staff must be notified if a representative will be substituted for the vendor prior to the market day.
- Vendors shall be responsible for the actions of employees, agents, or other persons working for, or with, the vendor.

### **Operations**

- Saturday market hours will be each Saturday, May-November, 7a.m. - 1p.m.
- Wednesday market hours will be May-October, 7a.m. - 1p.m.
- Vendors shall have access to the market one hour prior to opening for the purpose of unloading and setting up merchandise and must exit the facility and property no later than one hour after closing time. Any additional times for loading/unloading will need to be approved by Market Staff. Failure to be setup by the specified time at the market may result in a loss of vendor space for that market day. Failure to vacate property by 2p.m. may result in a suspension of the vendor from the market for the next market day the vendor was scheduled to attend. If additional infractions occur, the vendor shall be subject to loss of the reserved space for the remainder of the season.

- A Market Manager is on duty at each market and will have authority for last minute additions/changes to market. The Market Manager has the right to require that signage or displays be rearranged when, in the opinion of the Market Manager, the signage or display is blocking another vendor or the flow of traffic.
- Electricity is not guaranteed for each vendor. If you require electricity, please note this on your application.
- Vendors are responsible for cleaning up after themselves. Sweeping and placing garbage in provided lined trash cans and then at the end of the market taking bags out of cans and to the dumpsters located on the property. Vendors should break down boxes before putting in dumpsters. No tape is allowed on any surface of the Farmers Market Building itself. Market tables and chairs may be available for use, but the vendor must return the table and chairs used by the vendor to the storage carts at the conclusion of market.

### **Approved Sale Merchandise**

***Only those vendors approved by Market Staff may sell approved items at the market. All foods, except fresh fruits and vegetables, sold at the farmers market must be properly labeled as according to Tennessee Department of Agriculture (TDA) or United States Department of Agriculture (USDA) requirements. Failure to do so may result in the vendor being asked to remove the product from display/sale. Some fruits and vegetables may still be required to be labeled in compliance with the policies set forth by the Kingsport Farmers Market.***

### **Fruits, vegetables, flowers, plants, herbs and any other produce**

- Home-grown vendors must provide at least 75% of the products for sale as grown by the vendor. Vendors with 100% of their product sold being “home-grown” will receive first priority in vendor placement.
- All items for sale not grown by the vendor must be labeled identifying the origin of product, which must not exceed a 100 mile radius of the farmers market. All labeling is subject to approval by Market Staff.
- Any item offered for sale that is not identified in the vendor application must first be approved for sale by Market Staff to ensure the items meet the purpose of the market policies and procedures.
- Market Staff will have the authority to approve or disapprove any items to be sold in the market with accordance with policy.
- At the discretion of the Market Staff, low quality produce may be required to be removed from display or be marked as second quality merchandise.
- Market Staff has the authority to inspect the origin of items sold at the market to ensure product conforms to market standards.

### Meats, poultry, eggs

- Animal product may be sold at the market provided it is raised within a 100 mile radius of the market, and provided vendor complies with all requirements of the USDA and the TDA. Meat and poultry products are primarily under the jurisdiction of the USDA. Generally, the exception is farm based retail meat that is permitted through the TDA. All meats must be refrigerated or frozen in original packaging, clearly labeled and stored in clean and sanitary refrigerators, freezers or coolers that meet USDA requirements. A Retail Meat Sales Permit is required from vendors selling meat at the market. The permit must be submitted with the vendor application and also displayed at the vendor booth during market days. Compliance with all USDA and TDA guidelines, requirements and restrictions are the sole responsibility of the vendor. Please visit this link to learn more about local guidelines:  
<http://offices.sc.egov.usda.gov/locator/app>.

A producer may sell eggs at a farmers market from his own flock of less than 3,000 birds under the following conditions:

- Compliance with sanitation requirements of egg rules.
- Eggs sold as unclassified or ungraded eggs must be sold in containers that are labeled to indicate the producer of the eggs.
- Eggs deemed adulterated may not be offered for sale.
- Eggs are stored at 41 degrees or below. (21 C.F.R. § 115.50)

### Processed product

Vendors may offer for sale homemade baked goods, jams, jellies, honey, sorghum molasses, formulated acid foods or acidified (canned goods) and other prepared foods that meet all TDA requirements and any local and state health department guidelines and are determined to be acceptable by market staff. Items must be prepared by the vendor offering the item for sale. All processed products offered for sale must meet any applicable local, state, federal rules, regulations or laws.

### Dairy

Raw milk cannot be offered for sale for human consumption. All dairy products, including ice cream and cheeses, must come from an approved source that is inspected and permitted. All products must meet regulations set forth by the TDA.

### Crafts

Crafts offered for sale at the market must be hand-crafted by the vendor. All items offered for sale must be approved by the market staff prior to being displayed or offered at the market for sale. Pictures of items to be sold must be submitted with the vendor application.

### Soaps, Pet Food, Plants

Soaps, pet food, and plants may be sold only in compliance with the TDA.

### Prohibited items

Selling, distributing, sampling alcoholic beverages, tobacco, or vaping products at the market is prohibited.

The sale of any live animals are prohibited at the market.

### **SNAP Benefits**

All vendors with eligible items will be required to participate in the SNAP program when implemented. Training will be provided to vendors to ensure proper compliance with program regulations.

### **Cancelation Process**

- Vendors not attending the market for their reserved time must let farmers market staff know by 48 hours in advance of the market in order to make arrangements to fill the space. Failure to do so will result in a forfeit of payment for that market day. *This may be waived when a vendor has experienced an emergency or extenuating circumstances.* Repeat offenses shall be subject to loss of a reserved space for the remainder of the season. Refunds will be given at discretion of Market Staff.

### **Safety, Sanitation, Facility Guidelines**

- Smoking is prohibited on city property.
- The city will provide trash cans and dumpsters for the market. Vendors are responsible for the collection and removal of all refuse generated from sales and activity at their booth space, even if it is outside of the booth space (see Operations, page 2). No trash or garbage not generated at the market can be deposited in city provided trashcans or dumpsters.
- Each vendor is responsible for leaving their assigned booth space broom clean at the end of each market day.
- All tents on property must be secured per Fire Marshal regulations.
- Vendors may not use duct tape, command strips, etc. on any portion of the facility. Vendors will be responsible to cover the cost of any damages to the facility for failing to comply with this requirement.
- No open flames are allowed in the market.
- Vendors must keep all merchandise, refuse, signage, tents, tables, chairs, personal property, and any equipment within their assigned booth space only.

### **Vendor Expectations**

- Vendors are required to adhere to all local, state and federal food safety regulations and provide applicable certifications when necessary.
- Vendors are required to collect and file any applicable taxes and payment to the appropriate taxing authority. This is the sole responsibility of the vendor.



- Scales used by a vendor are subject to inspection – it is the requirement of each vendor to maintain proper scales.
- Vendors must comply with Market Rules as well as all local, state and federal laws, and regulations.
- Vendors are expected to have positive interactions with other vendors, customers, and market staff.
- Vendors are expected to submit applications, licenses, photos, and other correspondence in a timely manner.
- Vendors are expected to maintain a timely payment history.
- Consuming alcoholic beverages while on city property or during market hours is prohibited.
- Smoking is not allowed at the farmers market facility or grounds.
- Vendors are responsible for the safeguarding of their property; the City of Kingsport and Market Staff are not responsible for any loss or theft.
- Any person under the influence of intoxicants, exhibiting disorderly conduct, or otherwise violating city and/or market regulations may be asked to leave the market property. Persons refusing to vacate the premises upon request will be considered trespassing and will be dealt with in accordance to law.
- No amplified music or sound is allowed from vendor sales areas/booths.
- No vendor or vendor representative shall make a public outcry, engage in “hawking,” or play or emit any musical or electronically-enhanced sound for the purpose of drawing customers or attracting attention to their sales space.
- Vendors must provide their own equipment and any additional materials for display of items.

Vendor agrees to abide by all ordinances and regulations of the City of Kingsport, including all requirements and/or conditions that may be in place or required by Kingsport Farmers Market management.

Vendor agrees to indemnify, defend, and hold harmless the City of Kingsport, including without limitation, its officers, agents, employees, and volunteers (herein Indemnified Parties) from and against: Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including attorney fees, that an Indemnified Parties may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with vendor's performance, including its officers, employees, and agents, under the terms of this Agreement, except any liability arising out of the sole negligence of an Indemnified Parties. Such indemnification includes any damage to the person(s), or property(ies) of Indemnified Parties or third persons; and any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to vendor, its officers, employees and agents, (including, without limitation, sales or use taxes, unemployment insurance, social security, payroll tax withholding,).



**Vendor Handbook  
Kingsport Farmers Market 2018 Season**

Vendor is encouraged to acquire insurance to cover its actions at the market. The City of Kingsport is not responsible for the acts of the Vendor, its employees or agents. By signing this document, vendor agrees to comply with the provisions in this Kingsport Farmers Market Policies and Procedures and other applicable laws and regulations.

\_\_\_\_\_  
Vendor name – print

\_\_\_\_\_  
Vendor name – signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business name (if applicable)