

# VENDOR HANDBOOK

**BELLINGHAM FARMERS MARKET  
VENDOR HANDBOOK**

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## **PREAMBLE**

Welcome to the Bellingham Farmers of Market Handbook. This handbook is a reference tool for new and existing vendors. These guidelines are created by the Board of Directors to support the mission of the BFM and to ensure the success of its vendors.

## ***MISSION***

***The Bellingham Farmers' Market supports local sustainable agriculture by connecting the public with local farmers, artisans, and other producers in an economically viable marketplace.***

The information in this Handbook is subject to change. Suggestions for updates or requests for exceptions may be proposed to the Board of Directors in writing. The Handbook is reviewed annually by the Board of Directors.

The priority of this handbook is to create an open and flexible set of guidelines that create, as much as possible, a fair and equitable marketplace for all member vendors and a safe and enjoyable atmosphere for customers.

**Section 1**  
**FARMERS MARKET SEASON AND FEE SCHEDULE 1.0 Season**

The exact dates of the Market season will be determined on a yearly basis.

A. Saturday Market: Generally runs weekly from the first Saturday in April through the Saturday prior to Christmas Day.

**1.1 Application Fees**

A. Application Fees: Each year, all new and returning vendors shall apply and be assessed an application fee. Application Fees will be set yearly and are non refundable.

B. Applications must be submitted with documentation as outlined on the annual application. Additional documentation may be required for special sales categories such as live plants and eggs. Applications will not be processed until all required documentation is submitted.

C. Daily Stall Fees: See Sec. 1.4

**1.2 Stall Canopy, Parking**

A. Full stalls are generally 10' X 10'; half stalls are generally 5' X 10'. There are a limited amount of half stalls available. Many 10' X 10' stalls require a WHITE canopy, to be provided by the vendor.

B. We encourage vendors to park as far from the Market as possible to allow for customer parking. The Market Director can provide directions to appropriate vendor parking.

**1.3 Stall Fee Schedule/Percent of Daily Sales**

A. Stall Fees will be set annually by the Board of Directors. These fees will consist of a daily minimal stall fee or a percent of gross revenue (less any sales tax collected), whichever is greater. For current fees, please refer to vendor application and/or website.

**1.4 Product and Service Orders**

A. Vendors who take product or service orders at the Market must report these as part of their gross sales.

**1.5 Stall Payment**

A. Stall rental fees shall be paid at the end of each Market day.

B. When making payment, vendors shall submit a form provided by the Market. This form will include their category or subcategories (e.g., Farmer, Crafter, Contract Vendor), their business name, their day's exact gross sales (less any sales tax collected), their stall fee or commission due the Market. The Market Manager will collect the amount due. Vendors should make payment with checks made payable to the Bellingham Farmers Market Association.

C. A \$15 fee will be added to cash payments, which are highly discouraged.

D. Non-sufficient funds (NSF) checks will result in:

- NSF checks will result in \$25 fee. On the third offense there will be a \$25 fee and the vendor will be suspended from the Market until arrangements are made with the Market Director.

E. Any fees delinquent beyond one business week will disqualify a vendor from selling at the Market until such fees are brought current. Vendors with stall fees outstanding as of December 31 will receive no seniority points for the season just completed and will not be considered for a permanent stall assignment for the following season.

**1.6 Educational/Non-Profit Community Groups**

A. Educational/non-profit community groups may be granted space on a revolving basis. See current Nonprofit Guidelines for further information on fees and procedures.

- B. Only one community group space per day will be reserved. Additional community group space will be granted and assigned based on availability.
- C. Community groups must comply with the same rules as regular Market members.
- D. Market staff will notify community groups in advance of Market procedures, rules and hours.
- E. Community groups are not allowed to sell merchandise or event tickets, but may accept donations.

## 1.7 Entertainers

- A. Entertainers (buskers) are performing artists who add to the festive character of the Market and contribute to a unique shopping environment for Market customers. The Market Director and staff will identify locations within the Market where performing artists are permitted to entertain Market shoppers in a fashion consistent with, complementary to, and as an integral part of the Market experience. See current Entertainment Guidelines for further information and instructions.

## Section 2 MEMBERSHIP AND PRODUCT GUIDELINES

### 2.0 Vendor Members

All vendor businesses in good standing (those who have paid this year's dues, are not delinquent with fees, and who have not had their membership suspended) have voting privileges (one vote per member business). All fresh farm products must be grown or produced in Whatcom or Skagit Counties (Exclusions: see Sec. 2.0.A.v.). All products must be grown or harvested by the seller. The vendor's application for a permit to sell must state exactly what products the vendor intends to sell at the Market.

**A. FARMERS:** Farmer Vendors are those selling fresh farm products, including fresh fruits and vegetables, herbs, nuts, honey, dairy products, eggs, poultry, mushrooms, meats, and fish, and/or fresh flowers, nursery stock, wreaths, and plants. All farms are subject to inspection (See Sec. 7). Our market's priority is to provide a venue for local commerce; it is our preference to support businesses focusing on local, agricultural production, using the following tiered system of evaluation, as ordered below, for inclusion into our market.

- BFM prioritizes the admission of small independent, for-profit farms from Whatcom and Skagit County.
  - BFM understands that some alternative business models might benefit local agriculture. Those models will be evaluated after we give preference to for-profit farms.
  - In consideration of this priority BFM will consider the following criteria when evaluating non-profit farms on a case-by-case basis:
    - BFM has the latitude to support alternative agricultural endeavors focusing on education and less on production when appropriate.
    - That no pooling of product from other farms, local or otherwise, will be allowed. Reselling product originating from farms other than the subject farm is strictly prohibited.
    - That the nonprofit entity offering the support is a registered 501(c)3 organization.

- That the operation of nonprofit managed farms will not occur to the detriment, either through unfair competition or some other means, to the for-profit farms in the Market.
- Duration, history and relationship with BFM and the agricultural community may be considered when considering a change to business structure.

**i. Value- Added Farm Product:**

- a. **Food Products:** These Farmer Vendors sell products such as preserves, jams and jellies, cider, syrups, salsas, smoked meats or fish, dried fruit, flours, and salad dressings.. The primary ingredient must be entirely grown by the farmer. Vendors in this category must have personally processed, cooked, canned, baked, preserved, or otherwise treated the product they sell. All processed foods must have the proper permits and licenses as required by the Whatcom County Health Department. The vendor must be an active owner and operator of the farming operation and may not be operating the business under a franchise agreement. All value-added product must be juried.

The vendor’s application for a permit to sell shall state what raw ingredients the vendor grows or produces and the final products the vendor will sell at the Farmers Market.

- b. **Other Value-Added Farm Products:** These Farmer Vendors sell wreaths, baskets, soaps, lotions, oils, yarn, etc., made from locally wildcrafted, grown or processed products, of which a majority are grown or produced by the seller. The primary ingredient must be entirely grown by the farmer. These items must be juried. The BFM reserves the right to judge the suitability of any products falling in this category.

These items must be grown, foraged, and produced from raw materials by the vendor. The vendor must be an active owner and operator of the farming/business operation and may not be operating the business under a franchise agreement.

The vendor’s application for a permit to sell shall state what is grown/processed or prepared by the vendor and what the vendor will sell at the Farmers Market.

- ii. **Wildcrafters:** Farmer Vendors wishing to sell wildcrafted items in their raw form (such as wild mushrooms, huckleberries, herbs, etc.) must receive authorization from the Market for each item to be sold. Vendors selling these items must meet all requirements of the Whatcom County Environmental Health Department and the Washington State Department of Agriculture.**Plant Growers:** Farmers must be in possession of plants for at least 60 days prior to sale at the Market. Plant receipts may be requested at any time by the Market Director to verify length of possession.**Fishermen:** Fishermen must own, lease, or operate the fishing vessel or own, lease or rent the parcel of land where the seafood is caught or harvested for sale. The vendor must be a legal resident of Whatcom or Skagit Counties. Vendors must also meet all requirements of the Whatcom County Environmental Health Department and the Washington State Department of

Agriculture.

**Eastern Washington Farmers:** Two farmer vendors from Eastern Washington may be admitted to the Market each season. These farmers will be allowed to sell only stone fruit that cannot be produced in reliable quantity or quality in Whatcom and Skagit Counties. The Market Director will maintain a current listing of these acceptable crops. To avoid potential conflicts, a check box will be included on the farmer vendor application to determine if local farmers may be providing items historically provided by Eastern Washington farmers. If a local farmer does apply to sell said products, the Board, in conjunction with the farm committee, will gather information to determine whether the thresholds for “reliable quantity and quality” appear to have been met. If so, the Eastern Washington farmers will be notified at the time of their application acceptance of the changes in the list of allowable crops. Eastern Washington farm vendors are not eligible for seniority points, are placed at the membership committee’s discretion, and are NOT permitted to sell any products grown by other local farmers.

- iii. **Organic/ Pesticide-Free Declarations: Farmers** who are certified organic should post their certification. They are the only ones who can use the term organic for their product. Vendors who make written and verbal declarations of "no" or "low-spray" or "pesticide- free" must provide a notarized affidavit describing how these procedures are followed. Other third party certifications, such as "sustainable," may be posted with approval from the Market Director.

**B. PREPARED & PROCESSED FOOD VENDORS:** Prepared Food Vendors are vendors offering fresh food product that they have processed themselves into the product being offered for sale at the market. These products are prepackaged or sold for consumption without further processing. Upon approval of the Board, these vendors may also offer items that they do not process. Such non-processed items are specifically limited so as not to compete with locally handmade processed items.

- i. **Concessionaires:** Concessionaires are prepared food vendors offering fresh food products that they have processed themselves into products being offered for sale at the market. These products are ready-to-eat and intended for consumption at the Market. Upon approval of the Board, these vendors may also offer packaged foods and items that they do not process. Such non-processed items are specifically limited so as not to compete with locally handmade processed items.
- ii. **Seafood Vendors:** Processed seafood must originate from the greater Pacific Northwest, which includes Washington, Oregon, Alaska and British Columbia.
- iii. **Alcohol:** Wines allowable for sale at the BFM must use solely grapes/fruit grown in the fourteen wine appellations of Washington State and must include grape/fruit from Whatcom or Skagit counties.

#### SAMPLING REGULATIONS

- a. Vendor may not act as a distributor from the farmers market location.
- b. Samples are limited to a maximum 2 oz per customer per day.
- c. State law allows for three sampling wineries/cideries/breweries per day.
- d. The Market will conduct a rotating tasting schedule to allow tasting opportunities to each vendor that wishes to sample alcoholic beverages.

- e. Alcoholic beverage vendors must hold a WSLCB Domestic Production License and Farmer Market endorsement.
  - f. All servers must have a Class 12 or Class 13 server permit.
  - g. Customers must remain within the tasting space while sampling and may not leave with serving containers. Containers must be sealed at time of sale.
  - h. Servers are required to refuse service to any customer that shows signs of intoxication.
- iv. Prepared Food Vendors are highly encouraged to source ingredients locally when possible. When selecting food vendors, priority will be given to vendors preparing food from raw ingredients and/or using ingredients grown and/or produced in Washington state and by participating market farmers. The application for a permit to sell shall state what is grown/processed or prepared by the vendor and what will be sold at the Farmers Market.
  - v. All food items must be reviewed (See Sec. 8)
  - vi. Prepared Food Vendors are only eligible for seniority within their vendor category and are placed at the Market's discretion.
  - vii. Prepared Food Vendors must have the proper permits and licenses required by the City of Bellingham, the Whatcom County Health Department, and/or the Washington State Department of Agriculture.
  - viii. All vendors using any form of heating element must have a fully charged fire extinguisher in their stall at all times.

**C. CRAFTERS:** Crafters are persons who craft with their own hands the products they offer for sale at the Market. To qualify, the tools and equipment used by the crafter must require skills, personal handling, and/or guidance by the crafter.

- i. Crafters must reside in and craft their product in Whatcom or Skagit County.
- ii. All craft product must be juried (See Sec.8). The BFM reserves the right to judge the suitability of any products falling in this category. Crafters will be chosen based on their unique and creative abilities. This aids in offering a well-balanced Market to the community and does not inundate the market with one item that EVERYONE sells, but instead ensures that there is variety for all. The jury's decisions will be based on quality, uniqueness and current market mix.
- iii. All crafts must be handcrafted by the vendor or a member of the vendor's studio or craft unit. No imported products are allowed.
- iv.
- v. Crafts must be the product of a home or cottage-type industry, using an intermediate-type technology, rather than an industrial production mode. In other words, each item is made by hand individually -- not mass-produced. To be considered "hand-crafted," the item must show evidence of manual skills obtainable only through a significant period of experience and dedication.  
Examples of unacceptable items may be, but are not limited to:  
Tracings of paint by number, printed materials, ceramics or pottery from commercial (purchased) molds & patterns, embroidery or knitting machines, preprinted fabric craft panels, plans or pre-fabricated forms, wood carvings using duplicating machines, kits in any form.
- vi. Crafters must disclose any ready-made objects that they have enhanced.



For example – t-shirts, towels, mass-produced items, and the like that have been embellished, decorated or painted, or beads and other jewelry parts that have been purchased and not hand- produced.

- vii. All crafts must be of excellent workmanship and design. The handcrafted components must functionally and/or aesthetically dominate any non crafted (commercial) components.
- viii. Only items that are included in the application and are approved by the Board are permitted to sell. Failure to comply will result in disciplinary action, see section 5.1.

**D. SERVICE PROVIDER AND ALL OTHER MISCELLANEOUS:** Service Providers and all other Miscellaneous are vendors offering special services and other non-food items to customers at the Market (massage, etc.) for service for sale on site.

- ix. Service Providers and Miscellaneous vendors are not eligible for seniority points and are placed at the membership committee’s discretion.

### **Section 3 COMMITTEE FUNCTIONS & RESPONSIBILITIES 3.0** **Committees**

**Service on**

Committees of the Board serve two principal purposes: (1) to present ideas and suggest possible solutions of governing the Market to the Board of Directors and (2) to enhance the communication between the Board and the Market Director, who would implement such policies as the Board directs.

- A. Committee minutes are to be kept and turned in at the next scheduled Board Meeting for Board review.
- B. Those committees requiring funding must submit budget proposals to the Budget Committee by the first of October.
- C. Participation on Committees: Only one person per business can be eligible to serve on the board or a committee at a time.
- D. Seniority: A maximum of 2.5 points for serving on a committee (or committees) and attending at least 80% of the meetings the previous year (see Section 6.2.E for seniority point information). Committee chairs will have the discretion to award full, partial or no points based on an individual's contribution to the committee.

See Appendix for Current Committees and Charters

#### **3.1 Ad Hoc/Single Tasks (points TBD)**

- A. On an as-needed basis to be determined by the Board. Points assigned by the Board are based on the amount of work required.

### **Section 4 HANDBOOK APPLICABILITY**

- 4.0** The guidelines outlined in this handbook apply to all markets governed by the Bellingham Farmers Market Association. In all cases, the membership will be notified of new policy language within two weeks of its adoption. (For information regarding Bylaws creation and adoption, see Article XI of BFMA Bylaws.) Any guidelines adopted shall be implemented within a reasonable timeframe.

#### **4.1 Alcohol/Drugs**

No alcohol or drugs are permitted on the premises. If the Market Director believes a vendor is intoxicated or under the influence of drugs, he/she has the authority to ask the vendor to leave the Market immediately.

#### **4.2 Behavior**

All vendor members, as well as their children and staff, whether at the Market site, board meetings, committee meetings or Market functions, will behave toward Market customers, Market members, staff and volunteers in a professional manner that fosters a sense of Market community and camaraderie, and a spirit of cooperative involvement that promotes the Market as a whole to the communities it represents and serves. [Problems relating to behavior: see Section 5.1, Enforcement of Market Policies.

#### **4.6 Discrimination**

Members of the Market, Market employees and other persons selling at the Market or participating in Market functions, whether dealing with customers of the Market or with other Market members, shall not discriminate against any individual in regard to selling of products, hiring, promotion, discipline, or any other matters because of age, gender, race, creed, color,

national origin, sexual orientation, or the presence of any physical, mental or sensory disability.

#### **4.7 Firearms/Fireworks**

Firearms and fireworks are not permitted on the Market premises.

#### **4.8 Health Practices**

All vendors must adhere to sanitary procedures as outlined by the Whatcom County Environmental Health Department. Any vendor found selling contaminated foodstuffs or produce shall be suspended from selling operations until satisfactory clearance has been obtained from the Whatcom County Environmental Health Department. The Health Department makes unannounced inspections at the Market. Three Health Department violations in one Market year will result in a vendor review by the Board Executive Committee, and may result in the vendor's membership being terminated or not renewed.

#### **4.9 Insurance (*Effective January 2020*)**

Product liability insurance with not less than \$1,000,000 minimum coverage is required from all vendors. Insurance must list Bellingham Farmers Market as an additional insured.

#### **4.10 Logo Use**

Members wishing to use the Bellingham Farmers Market logo must apply in writing to the Market Director.

#### **4.11 Labeling**

4.11.1 Use of the word "organic" is restricted to those who have been so certified by the Department of Agriculture. All vendors are required to advertise truthfully and to respond to customers' questions in a like manner. Under State law, organic growers selling less than \$5000 annually are not required to be certified to label their product "organic."

4.11.2 Eastern Washington Produce resellers must display a sign indicating their product comes from Eastern Washington.

#### **4.12 Pets**

Pets are not permitted in vendor selling areas. Service animals are exempt from this rule.

#### **4.13 Political/Religious Activities**

The Market is not a forum for political or religious activities. Permits will not be issued to persons or organizations wishing to campaign or proselytize.

#### **4.14 Poultry/Livestock**

Poultry and livestock must be kept in cages. The cages must be kept clean and clean fresh water must be made available to animals throughout the Market day.

#### **4.15 Pricing**

Pricing of goods sold at the Market is solely the responsibility of the individual vendor.

"Dumping" is strongly discouraged. We suggest, for good community and vendor relationship, that produce not be priced below 80% of the prevailing Bellingham area retail price.

#### **4.16 Quality**

The Market strives to provide a place where fresh and wholesome products are sold. The Market Director has the responsibility to cooperate with regulatory agencies in order to maintain quality control at the Market.

#### **4.17 Amplified Sound**

No sound that can be heard outside an individual vendor's stall will be allowed.

#### **4.18 Skateboards/Roller Blades/Bicycles.**

No skateboards, roller blades or bicycle riding will be allowed on the premises.

## 4.19 Anti-Harassment and Non-Retaliation Policy

BFMA works to create a safe and pleasant atmosphere for our staff, vendors and community members, and prohibits any harassment, behavior that creates a hostile environment, and retaliation for reporting such behavior, based on race, color, national origin, immigration or citizenship status, religion, sex (including but not limited to sexual orientation, gender identity, gender expression, sexual stereotypes, pregnancy, childbirth and breastfeeding), disability, age, genetic information or characteristics, military or veteran status, familial status, or any other class protected by law. Therefore:

- 4.19.1 It is the policy of the Bellingham Farmers Market to comply with federal and state equal employment opportunity and antidiscrimination laws.
- 4.19.2 Vendors and staff will be provided with a work environment free from harassment.
- 4.19.3 All vendors and staff shall project the necessary attitudes and behavior to ensure that harassment does not occur. Vendors are encouraged to adopt anti-harassment and non-retaliation policies and train their staff accordingly.
- 4.19.4 Vendors observing or having knowledge of incidents or practices within the Market which entail harassment, as defined within this section, shall report their observations to the Market Director, the Board and/or submit an incident report form. Incident Report Forms are available upon request from any member of staff, at the info booth and on the BFM website. BFM staff are also required to report incidents of suspected harassment.
- 4.19.5 The Market will not tolerate instances where a vendor or staff experiences any form of retaliation for reporting harassment. All involved parties will maintain confidentiality.
- 4.19.6 Violators of this policy shall be subject to disciplinary action in accordance with BFMA policy.
- 4.19.7 The following acts are considered sexual harassment:
  - 4.19.7.1 Promise of employment or continued employment made implicitly or explicitly predicated on sexual activity as a condition of employment.
  - 4.19.7.2 Implicit or explicit coercive sexual behavior to control, influence or affect any employee, contractor, customer, potential customer or vendor.

- 4.19.7.3 Deliberate or unsolicited verbal comments, gestures or physical contacts of a sexual or sexist nature which are unwelcome or interfere with work performance or create an intimidating, hostile or offensive work environment. Sexual harassment exists when the behavior is repeated or unsolicited and is unwelcome.

#### **4.20 Tobacco**

Smoking and tobacco chewing are not allowed within the vendor stalls or spaces.

#### **4.21 Hawking**

- 4.21.1 To ensure that the experience of shoppers at the Market is relaxing and enjoyable, and to ensure that all Market vendors have equal and uninhibited access to customers, hawking by vendors of their or other vendors' product is strictly prohibited. Behaviors which for the purposes of this policy fall under the description of hawking include, but are not restricted to:
  - 4.21.1.1 Yelling at, or raising of the voice towards potential customers not in the vendor's booth for the purposes of soliciting a sale
  - 4.21.1.2 Impeding in any way the free motion of Market customers in order to offer them samples or solicit them to buy products
  - 4.21.1.3 Any type of aggressive or animated behavior conducted outside a vendor's stall that is intended to gain the attention of potential customers.
  - 4.21.1.4 Any behavior conducted outside the vendor's stall that redirects or blocks customer access to the adjacent stalls of other vendors.
    - 4.21.1.5 Any behavior the Market Director deems is inconsistent with the intent of this policy. The Market Director's interpretation of this policy has no appeal on the day the infraction is issued, but may be appealed to the Board of Directors before the next scheduled meeting.
  - 4.21.1.6 Actively soliciting Market customers with samples of product within the public areas adjacent to Market stalls or pop-up canopies.
- 4.21.2 It is not the intent of this policy to limit a vendor's opportunity to offer Market customers samples of products produced by the vendor within the vendor's designated stall space, so long as this activity does not conflict with the intent of this policy.

#### **4.22 Promotional Merchandise**

Vendors shall be allowed to sell a limited amount of promotional items, not to exceed 10% of their daily gross sales. Promotional merchandise is defined as product containing business name or logo imprinted on it, including but not limited to: hats, t-shirts, sweatshirts, stickers, and reusable shopping bags.

**Section 5**  
**COMPLAINTS/ APPEALS & DISCIPLINARY PROCEDURES**

**5.0 Enforcement of Market Policies**

- A. Market Site: The Market Director and/or Site Manager will determine if any vendor is failing to adhere to policies established in the Code of Conduct and set forth herein. Such failure will result in:
- 1<sup>st</sup> violation – verbal warning
  - 2<sup>nd</sup> violation – written warning
  - 3<sup>rd</sup> violation – Membership suspended, revoked upon board review\*\*
- B. Market Management will document each occurrence in which a vendor fails to adhere to established policies. If a vendor wishes to report a code of conduct violation they may notify staff and/or complete an incident report form, available at the BFM information booth and upon request, to submit for investigation.
- C. Should a member at any time, while engaged in any market-related activity or communication, conduct themselves in a manner which causes serious and imminent risk to the health, safety, and/or well-being of the public, staff, or other vendors, the market reserves the right to take immediate disciplinary action up to and including suspension or revocation of market membership. Any member whose membership has been revoked must apply in writing to the Board for reinstatement of eligibility to become a member of the Association. Appeals can be handled as directed in 5.4
- D. When the violations which occurred are minor procedural offences the vendor will not be subject to the disciplinary process described in section A. Minor breaches of procedure will be documented through an Incident Report Form and applicable fines levied. Continual procedural offences will result in review by the Board.
- E. If a fine is levied against a vendor, the fine must be paid in full at least 24 hours before the vendor will be allowed to vend at the market again.
- \*\*The vendor is responsible for packing their product and belongings if asked to leave the Market. If the vendor does not pack, the acting Site Manager or Market Director has the authority to appoint others to help pack the vendor's products and belongings. The Market Association will not be held liable for any damage caused during such packing. The vendor is legally responsible for any damage that might occur while being escorted out of the Market.
- F. All Other Market Gatherings (Off-Site): The Market Director, President or Chairperson (chair of the event) will determine if any vendor or participant is failing to adhere to the policies set forth here. Such failure will result in:

- 1<sup>st</sup> offense – verbal warning
- 2<sup>nd</sup> offense – expulsion from event, documented in writing via the minutes and written notice to offender, written by the person in charge.
- 3<sup>rd</sup> offense – expulsion from events for remainder of the season, documented in writing via the minutes and written notice to offender, written by the person in charge.

## 5.1 Product Challenge

It is the intent of the Market to offer customers fresh, high quality goods and farm-direct products. Products deemed inconsistent with Market guidelines may be challenged by any vendor, the Market Director or Board Member. A challenge must be submitted writing to the Market Director before action will be taken. The Challenge Process is as follows:

- A. Vendor will receive written notice of the challenge.
- B. Vendor will be required to respond in writing to the challenge before the following Market day.
- C. Challenge to be resolved within one week of vendor response to the satisfaction of the Market Director and two Board Members chosen by lottery.
- D. The disciplinary process will be:
  - 1st offense – written warning
  - 2nd offense – one week suspension
  - 3rd offense – forfeiture of space(s) for the remainder of the season. In order to participate in the following year’s Market, suspended vendors must make application to the Market’s Board of Directors prior to the following season.

## 5.2 FRAUDULANT BEHAVIOR

This policy applies to any fraud, or suspected fraud, involving vendors of the Bellingham Farmers Market.

- A. The Market Director is responsible for the detection and prevention of vendor fraud or other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it for the offending party’s benefit. The Director will be familiar with the types of improprieties that might occur within his or her area of responsibility and be alert for any indication of irregularity. Any fraud that is detected or suspected must be reported immediately to the Board of Directors.
- B. **ACTION CONSTITUTING FRAUD:** Actions covered by this policy include, but are not limited to:
  - Any dishonest or fraudulent act.
  - Misrepresentation of the origin of, or certification status of produce or crafts.
  - Forgery or alteration of any document belonging to or required for participation in the Market.
  - Forgery or alteration of a check, bank draft, or any other financial document.
  - Any similar or related inappropriate conduct.
- C. **PENALTIES FOR FRAUDULENT BEHAVIOR:** The Board of Directors will take any cases of vendor fraud very seriously. Such actions will result in being temporarily to permanently banned from the Market.

### **5.3 Member, Staff, and Board Rights**

Should a vendor member, Market staff person, or a Board member feel his/her rights as a member of the Market have been violated, or feel that another vendor, the Market Director, market staff person or Board member has acted outside of the authority of their position or in a way which has harmed the Market as a whole, the following steps should be taken:

- A. The appeal or complaint must be in writing and include a clear and specific description of the problem; the name(s) of the person (s) involved, including the person bringing the appeal; and a description of the way(s) in which the aggrieved person has attempted to resolve the problem, if applicable.
- B. Copies of the written appeal/complaint should be sent to the Board of Directors and to all persons involved in the matter.

### **5.4 Appeal**

The President of the Board will acknowledge receipt of the appeal and recommend, within 14 days, a course of action for dealing with it. The course of action may include, but is not limited to:

- Mediation between the affected parties.
- Setting up a committee of the Board to hear the appeal from all sides and recommend a course of action to the Board.
- Determining that the appeal should be dealt with through other channels

### **5.5 Unresolved Matters**

If, after completion of the course of action, the matter remains unresolved, the President shall schedule a meeting of the Board within ten days.

### **5.6 Final Authority**

The Board of Directors has final authority in deciding on the outcome of any appeal that is not resolved through mediation.

## **Section 6 STALL ASSIGNMENTS AND SENIORITY GUIDELINES**

### **6.0 Priority Stall Assignments**

- A. Farmers: The Market's mission is to support local sustainable agriculture, and as farmers offer perishable product that attracts regular weekly customers, farmers are given priority in stall assignments, and sixty percent (60%) of all stalls are reserved for them, including seasonal farmers.
- B. Crafters: Up to twenty percent (20%) of the stalls may be reserved for Crafters.
- C. Prepared Food Vendors: Twenty percent (20%) of all stalls may be reserved for Processors
- D. Service Providers: Two booths may be reserved for the most senior service providers, who are providing a service for sale on site.
- E. Nonprofits and educational groups: One booth may be reserved for nonprofit organizations to offer educational material and do outreach to the public, if space is available.

### **6.1 Stall Assignment Criteria**

Stall assignment is made by the Market Director, who shall consider vendor seniority, market mix, and best layout, with the objective of maximizing total market sales, customer experience, and vendor profitability. Failure to adhere to assigned stall location shall result in disciplinary action. Points are awarded according to the system described below.



- A. At the end of each season, the Market Director will develop a list, separated by membership category, of each member's seniority points.
- B. Active members may request preferred stall location. For Farmers, the minimum criteria to request a preferred stall location is to have sold for a minimum of 15 weeks the previous year and to have paid annual dues. For all other vendor categories, the minimum criteria to request a preferred stall location is to have sold for a minimum of 20 weeks the previous year and to have paid annual dues. As vendor numbers decrease in the fall, stall assignments may vary to accommodate the adjusting market layout.
- C. The procedure for a farmer's double stall is the following:
  - For farmers with average daily gross sales over \$1000 from the preceding year, that farmer may apply for a double stall.
  - The assignment of double stalls will be made by the Market Director and is based on availability in the season and highest gross sales.

## **6.2 Point System/Seniority:**

- A. Only ACTIVE members accrue points: "Active" at the downtown Bellingham Farmers Market is defined as being present at 10 or more days during the previous year. All accumulated points will be forfeited if a vendor is not active for two consecutive years. Seniority point systems between the two markets function independently; a vendor's points for one market do not affect their rank at the other.
- B. Participation in the Market: 0.18 points for each sales day in the Market.
- C. Sales in the Market: One (1) point for each \$5000 of gross revenue in the Market during the previous year (e.g. sales of \$500 earn 0.1 points, sales of \$2000 earn 0.4 point, etc.)
- D. Participation on the Board: Two (2.5) points for sitting on the Board and attending at least 80% of the meetings the previous year. Only one person per business can be eligible to serve on the board and/or committees at a time.
- E. Participation on Committees; A maximum of 1 point for serving on a committee (or committees) and attending at least 80% of the meetings the previous year (see Sec. 3). Committee chairs will have the discretion to award full, partial or no points based on an individual's contribution to the committee. Only one person per business can be eligible to serve on the board and/or committees at a time.
- F. Transfer of Membership/Seniority Points: Membership and Seniority points may be transferred with the approval of the Board of Directors. They may be transferred only to a family member, or to a legitimate business partner who has actively participated in the business at the Market site. The definition/ requirement to be a "Legitimate/Active Business Partner" is to have names of partners on the Market Application and also on the Business License.
- G. Points cannot be transferred between categories.
- H. Vendors may take up to one year off from the Market, retaining their seniority points and returning to the Market without re-jurying their products, provided that they met the current sales threshold (set annually) during their most recent market year and have not added new

products. New products **must** be reviewed. Vendors wishing to take a year off must notify the Market Director in writing of their intention to return. If the vendor does not return to the Market after the agreed-upon period, all seniority will be forfeited and they must re-apply and re-jury to be eligible for membership in future years.

### **6.3 General**

Annually, the Market Director will devise a Market map/floor plan delineating general stall assignments and size by vendor category. This plan will provide optimal product mix throughout the Market and will be submitted to the Board for review.

### **6.4 New Members**

Newly-approved vendor members will be placed on waitlist.

## **Section 7 FARM INSPECTIONS 7.0 Purpose of Inspection**

The purpose of inspections is to ensure that products sold at the Market are vendor-produced as required in the Bylaws (Section 2.2 A. 1, 2, 3) and that the vendor lives and works within the geographical boundaries established by the Bylaws. Inspectors will note production capabilities of the facilities they visit. If a discrepancy is apparent, the Market Director may deny the vendor access to the Market. This decision may be appealed to the Board for final resolution.

**7.1** The Board and/or Market Director may request inspection of a vendor. Vendor membership in the Market requires the vendor to submit to inspection.

**7.2** The Market Director and Farm Committee have responsibility for vendor inspections as needed, in accordance with this policy.

A. The Market Director may delegate authority to two knowledgeable vendor members or community members to assist in inspections.

### **7.3 Inspection Process and Guidelines**

A. The Market Director will keep a record of inspections.

B. Vendors with a change of address, change of items, or change of other circumstances, must inform the Manager of such changes. Inspections may be required in these instances.

C. Vendors may be inspected when complaints have been received by the Market Director.

**7.4** If the inspection team cannot verify that a vendor produces his/her own product, membership may be denied by the Market Director. The vendor may appeal to the Board of Directors.

### **7.5 Farm Inspections**

The purpose of farm inspections is to verify that all products being sold by Farmer and Farmer-Processor members are being produced and/or grown by the member according to all BFM policies & bylaws.

A. New Farmer/Farmer-Processor Members: All new farms and Farmer-Processors will be inspected during their first year of BFM membership to ensure that sufficient land, facilities, and workforce are present to produce the products being sold at the Market.

B. New Farmer members can be accepted and participate in vending days prior to inspection.

i. In the event that any above new members fail inspection, membership and vending space will be denied until member adjustments and/or appeals are made and approved by the Board.

ii. If the farm fails the inspection for only part of the products the new Farmer/ sells, he/she can continue to vend as long as the products in question are not sold at the Market.

- C. Existing Farmer Members: Returning Farmer members who have not been inspected and do not require re-inspection will be inspected at a rate of at least 10 member-businesses per year until the Farmer/ membership is up to date.
- i. Farmer members who have passed one inspection may be required to pass a new inspection. These inspections will be conducted at the discretion of the Market Board.
  - ii. Reasons for re-inspection may include:
    - Change in product mix
    - Change in farm location
    - Transfer/change of farm ownership or business structure
    - Complaints from membership or community members brought to the Director or the Board
- D. Inspection Appeals: An applicant or current member who has failed to pass inspection may appeal directly to the Board. All appeals are to be written and should address the specific points of concern raised in the inspection report. After reviewing the appeal, the Board may elect to take action at its next scheduled meeting All appeals must be made within two weeks of receiving the inspection report.
- Those filing an appeal can expect a response from the Board or the Farm Committee, if so directed by the Board, within four weeks of filing the appeal. All decisions to appeals are final.
- E. Inspection Procedure: Farm inspections will be conducted by the Market staff, appointed community members, and/or Board members. Inspections will seek to document the following:
- That the location or locations of the farm is as described in the vendor's application
  - That the size, aspect, location, and soils of the subject site or sites are consistent with the type and quantity of crops being proposed by the vendor
  - That the necessary infrastructure is in place to cultivate the crops proposed, including the following: irrigation and a dependable water source; tools and implements sufficient to prepare the ground and cultivate the crops; buildings, greenhouses, and other structures necessary to the cultivation of the crop
  - That in the case of perennial crops (cane, tree, vining fruits; perennial flowers and herbs), the crops in the ground are of the type described in the application and of sufficient quantity to produce a reliable quantity for Market sales or for processing into value added products.
  - That sufficient infrastructure is present to harvest and process the crop (harvest tools, lugs, processing equipment, etc.)
  - It is the intent of farm inspections to verify the accuracy of the vendor's application(s) to the Market as an essential component of protecting the integrity of the Market and its existing vendors.
    - The inspection team will limit its inquiry and inspections only to the land itself and the tools and infrastructure required to tend the crops grown on that land. The inspection team will not ask to review business records, inspect private residences, or seek information or access that is not strictly concerned with land and infrastructure.
- F. Notification of inspection: All applicants will be notified of inspection no less than two weeks prior to the date. It is expected that all vendors and applicants will show a good faith effort to comply with the inspection date, time, and process.

## Section 8 PRODUCT REVIEW AND ACCEPTANCE GUIDELINES

### 8.0 Product Review

To ensure quality products at the Market, all new craft and food will be reviewed. The review process uses a set of criteria to determine eligibility to sell at the Market.

- A. CRAFT:** Work should be made by hand or with the appropriate tools, showing imagination, skill and the craft person's unique vision. All work should be expertly executed, without technical faults. Prospective craft persons not accepted at the jury session may reapply at a later session. Limitations may apply when determining the acceptance of a crafter, based on the Market's current needs.
- B. FOOD AND EDIBLE PRODUCTS:** The Market strives to provide a place where fresh and wholesome products are sold, prioritizing the interests of local agriculture, based on the following criteria.
- Salability – The product should do well in a farmers' market setting.
  - Compatibility – The product should be unique, and /or fill a niche in the Market's product mix.
  - Stability – The applying vendor should have a business sense and an entrepreneurial outlook and be able to produce enough product to meet demand.
  - Commitment – The prospective vendor should be willing to commit to specific Market days.
  - Production – The prospective vendor should have a substantial "hands-on" contribution to the making of the product.
  - Health Department Compliance — New and returning Processors should be in good standing with the Whatcom County Health Department. Applicants with previous violations will be reviewed by the Board and membership may be denied.
  - Use of locally sourced products – when possible, Processors should use ingredients sourced from local source

**8.1 Product Review Date:** Dates for product review will be established annually and published on the website and application forms. Products will only be reviewed during these times. Applications will be held until the next available product review period for review. Requests for exemption may be brought to the Market Director.

**8.2 Items Not Acceptable for Sale:** Items made from kits, commercially available plans or transfers, and items that are mechanically mass-produced are not acceptable.

### 8.3 Product Review Process and Guidelines

- A. Annual product review will not occur for returning vendors, unless they are adding new product.
- To be able to return as a vendor each year, members must meet an average daily sales threshold as set by the Board each season.. The vendor will retain any accrued points. A returning vendor who does not meet the daily sales threshold will need to re-jury and will be notified upon application.
- B. A new prospective vendor with craft, food or processed product must provide a representative sampling of their work, as outlined in the annual application, in order to be reviewed.

- C. Successfully reviewed vendors will be accepted based on market mix and space availability. Ties will be broken by the date of application.
- D. Vendors may sell only those processed or crafted items that have been approved by reviewed and approved.
- E. Juried vendors who are approved by the Membership Committee will be submitted to the Board for approval.

## **Section 9 SET UP – LOADING AND UNLOADING**

### **9.0 Failure to Show (Reserved and Scheduled Vendors)**

- A. A reserved space that is not claimed before 9:00 a.m. may be reassigned to another vendor for that day. If a vendor with a reserved space does not plan to attend, he/she is required to notify the Market at 5pm Wednesday before the Market.
- B. Vendors may cancel up to 10% of their vending days identified on the Final Schedule without incurring additional penalty if cancellations are made by 5pm Wednesday prior to the scheduled vending day. If a cancellation is made after that Wednesday, a late Cancellation Penalty will be incurred. Cancellations after the initial 10% of vending days identified on the Final Schedule will incur an additional Commitment Fee, which must be paid by the vendor before the next vending day. This system applies to all Markets.
- C. **Opt Out Policy:** If a vendor wishes to cancel his/her commitment to vend for the remainder of the season, a 30-day notice must be submitted in writing to the Market Director. The vendor will be responsible for the flat stall fees, equivalent to 4 vending days, whether the vendor chooses to vend or not during the 30-day period.

### **9.1 Waitlist**

Any stalls remaining unscheduled by Friday will be made available for waitlisted vendors. If space is available, they will be notified by Friday.

### **9.2 Set-Up Procedures and Requirements**

On Market days, 7:00AM to 10:00 a.m. is available for stall set-up by vendors. During this period, vendors may enter the Market area for the purpose of readying their stall space for the day's sales. Vehicles shall be offsite no later than 9:30AM.

- A. Except for sales to other vendors, no sales are allowed during set-up time.
- B. Due to insurance liability, vendors are required to remain completely set up in their stalls until Market closing at 2:00 p.m.
  - i. Any vendor leaving the market before 2:00 pm will be assessed a \$50 fine, due before vending on the next Market day.
- C. All vendors utilizing heat sources such as propane, heaters, etc., must have fire extinguishers in their booths.
 

All vendors erecting canopies are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is put up until the time it is taken down. THE MARKET REQUIRES A MINIMUM OF 24 POUND WEIGHTS ON EACH OF THE FOUR CORNERS OF A CANOPY.

  - i. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the Market on that Market day.

- a. If there are any insurance costs arising from a canopy, and it is found by the Board of Directors that there was negligence on the part of the vendor, any insurance costs shall be passed on to the vendor.
- b. Any vendor who does not abide by these rules will be subject to the following disciplinary process:
  - 1st offense - \$50 fine, payable before next Market day.
  - 2nd offense – loss of stall for one week.
  - 3rd offense – loss of stall for remainder of season.

**D. Signs:** All vendors must have a sign at their Market site. The sign must have the business name and may include the business logo. Additional signs are permitted as long as they do not interfere with neighboring stalls and are in good taste.

### **9.3 Vendor Displays**

Table displays, temporary displays in front of stalls, and signs must not block accessibility to adjoining stalls. Display and selling techniques must not impair other vendors' ability to sell.

- A. If a vendor feels his/her sales ability is compromised by a neighboring vendor display or selling techniques, he/she may verbally complain to the Market Director, who will mediate a solution acceptable to both parties.
  - i. If the complaint is not satisfied, the vendor may make a written appeal to the Board (see Section 5).

### **9.4 Stall Clean-Up**

Each vendor is responsible for cleaning their stall area and removing their own boxes and garbage from the Market site.

- A. If this is not done to the satisfaction of the Market staff, after an initial warning a vendor may be fined \$30.00 per instance and may be excluded from participation in the Market.