**Vendor Application & Rules - Guidelines for The Farmers Market at Latham**

**Return to – The Farmers Market at Latham**

**109 Weatherly Road**

**Huntsville, AL 35803**

**NO LATER THAN MARCH 7, 2020**

I am applying as (check all that apply) Farmer \_\_\_\_\_\_\_ Artisan \_\_\_\_\_\_\_ Prepared Food Vendor \_\_\_\_\_\_ Other \_\_\_\_\_\_\_

Farm/BusinessName\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**EMAIL** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you take Credit Cards \_\_\_\_\_\_\_ EBT Cards \_\_\_\_\_\_\_ WIC \_\_\_\_\_\_\_ Senior Vouchers \_\_\_\_\_\_\_ Cash Only \_\_\_\_\_\_\_\_\_

**Address of production** (if different)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Your business website \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Does the business have Facebook \_\_\_\_ Twitter \_\_\_\_ Insta-Gram \_\_\_\_ Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please list the products you intend to sell at the market \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ANY ADDITIONAL NEEDS YOUR SPACE NEEDS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In signing this application, I acknowledge receipt of the Rules and Guidelines of the Farmers Market at Latham and agree to each and every fact set forth therein. I understand that I can be fined or asked to leave the market for violation of any of these rules. I agree to allow representatives of the Farmers’ Market at Latham to inspect the premises where the products I intend to sell are produced. I agree to obtain all applicable permits and licenses, to sell only products produced by my employees or me. I further agree not to hold the Farmers’ Market at Latham or the Latham United Methodist Church responsible for any damages arising from the sale of any of my products.

**I am aware that I am personally responsible for paying city, county, and state taxes which are incurred by selling my products at the market and that the Farmers Market at Latham has no role in this process.**

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For questions/info - - email sherriryan@comcast.net or phone Sherri Ryan 256-656-0156**

If you agree to the rules of the Latham Market, please **sign & return this original first page only,** keep the rules and a copy of the signed page for your records.

**Rules for the Farmers Market at Latham**

* The goal of the *Farmers Market at Latham* is to provide fresh fruits, vegetables and non-certifiable agricultural products by direct marketing to the local community and its surrounding areas. The market is organized under the Alabama Farmers Market Authority as prescribed in the Ala. Code §2-5-1 *et*. *seq*., and complies with Alabama Admin Code 80.7.1 to become a Certified Alabama Farmers Market. The governing body and its designated agents shall implement and enforce all rules and regulations pertaining to the operation of a Certified Farmers Market in a fair and equitable manner.

The Market Steering Committee/Board manages the regular business operations of the market. The Market Steering Committee/Board will conduct it's day to day operations through a Market Manager designated by the Market Steering Committee/Board.

* **Market Manager (Names & Contact information)**

Sherri Ryan (Manager) 256-656-0156 sherriryan@comcast.net

Carolyn Peters (Co-Manager) 256-883-6544 [helenesplace@aol.com](mailto:helenesplace@aol.com)

Bill Vosahlik (Treasurer) 256-200-9212 v7725@comcast.net

***2. Statement of the Rules:***The market manager or her designated agent shall have supervision and control of the activities of the market and the market property. She has full responsibility for making certain that all rules and regulations, as set forth by the Farmers Market Steering CommitteSherrie/Board, are followed by each grower and/or his/her agent or employee. A producer is defined as the person who grows or makes the product but may also include the producer’s immediate family, partners, or employees upon prior review and approval. The market management shall designate the locations for each vendor. The market manager, if necessary, may require a producer to relocate. Vendors will be solely responsible at all times for the cleanliness within their vending area regardless of the origin of the debris in that location. Each vendor is required to leave the space clean at the end of the day.

***3.* Approval of vendors and products:**Only producers may sell at the market. A producer is defined as the person who grows or makes the product and may also include the producer’s immediate family, partners & employees. The number of non-food vendors may not exceed 30% of the total vendors. Arts and crafts items are not permitted for sale at the market unless they have received prior approval by the Market Steering Committee/Board. Items purchased for resale, as well as items made from kits, and commercially available plans and items that are mechanically mass-produced, may not be sold at the market.

**4. Criteria for selecting vendors and fees:** Vendors will be allowed to attend the market based on need for product, variety of products, and farm proximity to market, as long as all fees are paid in full. Any vendor who is delinquent on any fees will not be allowed to return to the market until they take care of the delinquency.

* ***Season* Plan** $300.00 for one 12’ x 30’ space for the entire market season, paid in advance i.e. prior to the first market date. Location choice will be offered to season plan participants. Any daily fees paid before selecting the Season Plan do not apply toward the purchase of the Season Plan.
* **Daily Plan** $20.00 for one 10’ x 30’ space per market date. This will be collected during market hours. Even though payment for a space using this plan is not made until market day, a reservation must be made with the Market Manager before Monday at 3:00 p.m. of that market week.

All fees collected will be used for improvements, advertising and overall betterment of the farmers market. NO REFUNDS WILL BE GIVEN FOR ANY REASON INCLUDING CANCELLATION OF THE MARKET.

**5. Permits and Fees** All growers who are selling at the market must hold a grower’s permit. They are available at no charge from the local County Extension Offices ([www.aces.edu](http://www.aces.edu/)). The purpose of the certificate is to ensure that the products sold originate with the producer, his or her family, partners or employees. A copy of the grower’s permit must be provided to the Farmers Market at Latham prior to the first market attended. All permits must be available at each vendor’s booth in case of on‐site inspection. Participants must obtain all necessary business licenses and pay all necessary privilege taxes to the City of Huntsville.

All producers selling value‐added products are responsible for obtaining a valid business license from the Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service. Participants shall collect all necessary taxes at the time of sale and remit same to the appropriate government authorities.

All licenses and permits must be available in case of on‐site inspection. It is the responsibility of the producers to comply with any local, state and federal laws that pertain to their business.

For information regarding home processed products, meat products, insurance, proper weight and measures, dairy products, shell eggs refer to the **Alabama Farmers Market Authority Administrative Code, Chapter 350-X-1.05(c)(e)(g)(h)(i)(j),** which can be found at **(**[**www.buylocalalabama.com**](file://C:\Users\John.Willoughby\AppData\Documents%25252520and%25252520Settings\Hughey%25252520Reynolds\My%25252520Documents\Downloads\www.buylocalalabama.com)**).** Vendors not qualifying for growers permits, i.e. craftsmen, some baked goods, etc., require a local business license.

**Market Operation:** The market will be held every *Tuesday* at the *West Side of the Latham UMC Parking Lot located at 109 Weatherly Road, Huntsville, AL*. The time of operation will be from *3:00 until 6:00 p.m.* **The opening date for the** **market will be May 5, 2020. The closing date will be September 22, 2020***.* Every vendor must arrive at least 30 minutes prior of start time for set up. Vendors who arrive habitually late will be removed. All profane, abusive, discourteous, and boisterous language and/or conduct at or about the market area are prohibited. Use or possession of alcohol, tobacco or drugs, gambling, or possession of firearms at or about the market area is prohibited.

**6. Enforcement Process:** The manager will enforce the rules. Fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Board/Steering Commitee. *Example #1: Producer fails to notify manager he/ she will not be attending the market that week might equal a one week suspension. Example #2: Producer discovered reselling foreign products might equal a one month to one year suspension or even disqualification.* Failure by any vendor to comply with any of these rules and regulations can result in forfeiture of the right to do business of any kind in the market for a length of time specified by the Board/Steering Committee. If a vendor would like to appeal their suspension or disqualification, a hearing will be arranged with the manager and the steering committee to hear arguments. The Board/Steering Commitee will then vote on a resolution to determine the outcome of the producers appeal. All complaints regarding market management will be handled by the Board/Steering Committee.

**7. Rules and Law Compliance:** The sale of live animals is not allowed at the market. Wine is prohibited for distribution and/or retailing at farmers market in the State of Alabama. Alcohol, i.e. beer, whisky, etc., is prohibited for sale at farmers markets. Food items allowed for sale may include, but are not limited to, vegetables, fruits, meats, eggs, baked goods, honey, cider, and/or flowers and plants. All meat products will be reviewed by the Board/Steering Committee prior to being allowed to sell at the market. Products must meet all USDA/State Health Department guidelines.

**Space Assignments and Reservation Policies**

The Market Manager will designate the spaces for participants. Assigned spaces may change depending on the market’s weekly needs. Every effort possible is made to keep each vendor in a regularly assigned space and to keep the spaces contiguous to maximize product visibility. All applicants will occupy only one space per Market Fee paid. Displays must be confined to the assigned space. Multiple spaces may be occupied with the payment of additional Market Fees as needed per space utilized. Participants who want to share space will be charged together for one space and all products of both participants must be contained within that one space.

The market will strive to maintain a ratio of a minimum of 70% farmers to a maximum of 30% artisans. The ratio will be measured based on the number of current accepted applications on file. The board of the Farmers’ Market at Latham monitors the overall composition of the market and determines the number of vendor openings available by type. Priority will be given to artisans participating in the market the previous year. Participants cannot give their participation rights/booth space to any other person without the express written consent of the Farmers’ Market at Latham Market Manager.

Latham United Methodist Church has the right to deny a space at any time for any reason deemed worthy by Farmers’ Market at Latham Board of Directors. **Latham United Methodist Church has the right to cancel market days due to dangerous weather or other causes.** No refunds of pre-paid fees will be given for bad weather.

**Set Up and Clean Up** A member of the market board will open the market space and oversee the setup of producer tents and tables. Vehicles may enter the lot at 1:30 p.m. on market day and vendors may begin setting up once they have an assigned space for the day. It is necessary for all producers to be set up no later than 2:45 PM. and ready to do business when the market opens at 3:00 p.m. **There will be no sales allowed before the market opening at 3:00 p.m. or when the Opening Bell is rung.** Any vendor found in violation of early sales will be fined $10.00, due immediately. Any violator who refuses to pay the fine will be asked to leave the market immediately.

Each producer is responsible for setting up his or her own tents, tables and signage in the manner specified by the Market Manager. **Proper weighting of tents at all four corners is mandatory. No stakes are allowed.** Producers will be solely responsible at all times for the cleanliness within their vending area, regardless of the origin of the debris. Each producer is required to leave the space clean. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes. Nothing can be placed outside the designated space for each participant without special written permission from the market Managers of the Farmers’ Market at Latham. Additional fees may be incurred for use of more than the allotted 12’ X 30’ area.

Latham United Methodist Church has the right to demand immediate clean up and removal of hazardous equipment and the immediate removal and discarding of any clearly defective produce and/or other products.

**No Show Vendors** A no-show vendor is defined as one who does not attend the market when expected, without notifying the Market Manager. It is each vendor’s responsibility to inform the Market Manager of attendance at the market. The space rental fee paid in advance will not be refunded for a no-show vendor. Vendors who have unexpected circumstances that will cause them to arrive late (after 2:30 p.m.) should notify the Market Manager as soon as possible. This is a courtesy which will allow for smooth set up of the market, thus avoiding set up delays and stress for all involved.

**Smoking: Due to customer concerns, the Farmers Market at Latham will be a smoke free zone. There will be no smoking allowed in the market area.**

**General Violations** No firearms or drugs will be allowed on market premises. All profane, abusive, discourteous, and boisterous language and/or conduct at or in the market vicinity are strictly prohibited. There is to be no “dumping” of produce at the end of the market day. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among producers may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Board of Directors. No booth fees will be refunded to any producers found to be participating in these activities. Anyone not cooperating with market manager rules will be asked to leave the market. If the Market Manager determines that a producer has violated any provision of the market policies, that producer may be penalized and/or asked to leave.

**Complaints** Any complaint made against a producer must be in writing and given to the Market Manager. The Market Manager is responsible for reviewing and resolving complaints. The Farmer’s Market Board shall determine what type of investigation, if any, shall be conducted in response. They also have the sole discretion to determine whether or not that complaint will be disclosed to the producer under complaint. Also, the producer under complaint may or may not be given the opportunity to respond; this will depend on the nature of the complaint. **The market and its vendors will follow the Alabama Farmers Market Authority Administrative Code.**

**8. Indemnification** The participant acknowledges full responsibility for all activities conducted in connection with the Farmers Market at Latham and agrees to indemnify and hold harmless the Market, Latham United Methodist Church and each of their respective employees, agents, officers, directors and representatives (collectively, “Representatives” from and against any and all liability, loss, damage, expense, suits, claims, penalties or judgments arising in connection with the participant’s participation in the Farmers Market at Latham. Participant acknowledges that his/her responsibilities include any and all costs and expenses incurred by the Market, Latham United Methodist Church or their Representatives in defending claims which may be brought against any of them. Participants are liable for their own products. The Farmers Market at Latham and/or the Latham United Methodist Church shall not be held accountable for the products offered by participants. Product and liability insurance is the responsibility of the participants. Participant assumes all risk of loss due to fire, theft, weather or other causes of damages or loss. Participants agree to fully indemnify and hold Latham United Methodist Church harmless from any claims of property damage or bodily injury caused by any member of the public due to the acts or omissions of the participant. There are no other agreements between Latham United Methodist Church and the participants, whether written or oral, other than the Rules and Guidelines and application of the Farmer’s Market at Latham.

**9. Food Safety and Sampling:** All procedures set forth in the **Alabama Farmers Market Authority Administrative Code, Chapter 80-7-1.04(3)(4)(5)(6)(7)(8)(9)** must be met. It is the responsibility of each vendor to abide by all state and federal regulations which govern the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the market. All vendors regardless of product must meet the health requirements that prevent food borne illnesses. No cooking is permitted within the market area without prior approval.

**10.** Latham Market Board Members have the right to cancel the Market for any reason, at any time. These reasons may include but are not limited to weather conditions (temperatures of 100 degrees or higher) or church conflicts. No refunds will be given if the Market is canceled.

**11.** The governing body and its designated agents shall implement and enforce all rules and regulations pertaining to the operation of a Certified Farmers Market in a fair and equitable manner.