

Basic Rules for the 2016 Farmers Market

Definitions

- GWCOC – Greater Westhampton Chamber of Commerce

Bona fide—

- As in growers—the seller is the producer of the products being offered for sale, from lands he owns or rents, with control over the production, harvesting, and marketing of the products, and a financial interest in the products.
- As in craftsman—all crafts offered for sale are original in nature and produced in whole by the seller. No crafts shall be permitted that are derived from kits.
- As in homemade products—all products are produced, baked, or manufactured by the seller and are original in nature. No baked goods from mixes or purchased for finishing off will be permitted.

Market governing body— board of directors of the GWCOC is ultimately responsible for setting the policies of the market.

Market Manager – a person or persons empowered by the GWCOC to implement market policies and directives, and to oversee the operation of the market.

Market sponsor—any governmental agency, non-profit organization, or association that lends its support to the market in any way.

Seasonal lease—when a vendor signs for space for the full season and makes payment in accordance with the established fee structure.

Vendor—any seller or exhibitor participating in the market.

Market Governance

1. The market will be sponsored by an independent non-profit association (the Greater Westhampton Chamber of Commerce) and will operate with an independent market governing body.
2. The mission of the farmers market will be to improve local food security, teach entrepreneurship skills, and support local farmers and businesses, while enriching the cultural heritage of the community.
3. The Market Manager is responsible for the orderly and efficient conduct of the market and for implementing and enforcing the Rules and Regulations. The Market Manager will represent the market and its governing body during market days and in community activities. The Market Manager will also assist the market's governing body with vendor recruitment and promotion of the market.

General Operations

4. The market will be located at 85 Mill Road, Westhampton Beach, and will run on Saturdays from May 7, 2016 until November 26, 2016. Hours are 9:00 am – 1:00 pm.
5. Vendors may arrive as early as 8:00 a.m. to begin setup and must stay through the end of the market day to provide a full market to shoppers arriving throughout market hours. Setup must be complete by 8:45am.
6. Vendors may leave early only under extenuating circumstances and with the permission of the Market Manager.

7. Vendors must notify the Market Manager no later than one day before market time if they will be absent for that market day. Email: info@whbcc.org AND telephone 631-288-3337 as well as the Market Manager. Repeated violations will result in dismissal from the Market.
8. No selling is permitted before the official opening time, as announced by the Market Manager.

Who May Sell at the Market:

9. The use of the market is restricted to those who are bona-fide growers, producers of homemade products, or other vendors approved by the Market Manager or GWCOG. All products must be grown or made on Long Island.
10. All agricultural products may be sold at the market, including but not limited to locally grown fruits and vegetables, dairy products, meats, flowers, plants, honey products, NYS wines sold by a farm winery, eggs, herbs, and related products.
11. Bakers who have baked the products themselves and who possess the proper licensing from either the NYS Dept. of Agriculture and Markets or their County Dept. of Health.
12. Prepared food vendors with a current mobile food service license.
13. Products not specifically identified must be pre-approved by the market management.
14. All applicable food safety regulations, both state and local, must be adhered to at all times.
15. All applicable licenses and permits for products sold must be obtained and kept current. Copies of applicable permits and licenses will be kept on file with the GWCOG.
16. To ensure compliance with market rules, the GWCOG reserves the right to direct the Market Manager or appoint a committee to inspect any vendor's farm or establishment with advance notice. Inspections will be made only with the farmer/owner or their representative present unless written permission is given. Vendors must provide any help necessary to thoroughly document products and conditions recorded at the inspection. The vendor will be notified in writing of the results of the inspection within seven days of the inspection.
17. All new vendors will be subject to a thirty (30) day at-will probationary period commencing on the first day of selling in the market.

Guidelines for Selling

18. All stall spaces must be swept clean and any refuse removed at the end of each market day.
19. All vendors must have a sign clearly showing their name and location.
20. Each vendor will be responsible for all equipment and supplies for the setup of a booth. Displays should be constructed in such a way that they do not block customer walkways nor pose any other hazard to customers.
21. Vendors who provide samples and/or products that will result in waste material, such as cups, rinds, and corn cobs, must provide containers for waste disposal.
22. Vendors are required to keep their market space neat and clear of obstacles, litter, and debris.
23. All produce displayed for sale must be at least 12 inches off the ground with the exception of heavy or large items such as pumpkins.
24. Sellers must post prices. While it is expected that prices will be fair to consumers, the seller, and fellow sellers, collusion among sellers to attempt to influence prices is strictly prohibited.
25. No smoking, alcoholic beverages, or firearms are permitted at the market. Exception is wine tasting.
26. No hawking, proselytizing, or amplified music is permitted at the market unless authorized by the Market Manager.
27. All products offered for sale must be of good quality and condition. The Market Manager reserves the right to direct any inferior goods be removed from display. Failure to remove products deemed inferior will be reported to the market's governing body and may result in loss of market privileges.
28. Each vendor in the market must be directly involved with or knowledgeable about the production of the produce or products being sold at the market.

29. All vendors must provide proof of general liability coverage in the amount of \$1 million dollars and name the market, the Village of Westhampton Beach, and the GWCOG as additional insured. A current certificate must remain on file with the GWCOG.

30. Vendors are responsible for the actions of their representatives, employees, or agents, and are expected to conduct themselves in a professional manner.

Vendor Space Fees and Assignment

31. Vendor spaces will be assigned by the Market Manager.

32. The vendor space fees and payment schedule will be assessed annually by the GWCOG. Stalls are rented on a seasonal basis.

33. Vendors with a seasonal lease will be assigned a permanent vendor space for the duration of the season if possible.

34. Reserved vendor spaces must be occupied at least 15 minutes prior to opening of the market day. After that time, the Market Manager may exercise the discretion to consolidate the Farmer's Market for a better shopping experience and will fill vacant vendor spaces. Seasonal leaseholders arriving after that time may be re-assigned to another space for the day.

35. No subletting of a seasonal vendor space is permitted. Fees are not reimbursable, either in whole or in part.

36. No resale of vendor space (vendor to vendor) is allowed. No vendor can offer free space in his/her vendor space to other vendors.

Compliance

37. All complaints must be addressed in writing to the Market Manager.

38. All complaints will be reviewed by the Market Manager in an attempt to resolve the issue. If the manager is unable to resolve the complaint, then a written follow up may be made to the market's governing body, the GWCOG. The GWCOG will address the complaint at the next regularly scheduled board meeting. If the complaint is of an immediate nature, the Market Manager may ask for a special convening of the market's governing body to address the complaint. The decisions of the GWCOG are final.

39. The submission of application for admission to the market serves as the vendor's agreement to abide by the rules of the market, as established by the GWCOG and enforced by the Market Manager. Violations of the rules of the market may be grounds for warnings, dismissal from the market, or both.

- The first violation of the rules will result in a verbal warning by the Market Manager. Documentation of the warning will be kept on file at the office of the GWCOG.
- The second violation of the rules will result in a written warning by the Market Manager. A copy of the letter will be kept on file at the office of the GWCOG, along with any documentation of the violation.
- The third violation of the rules will result in dismissal from the market.
- Violations need not be in consecutive weeks.

40. At the discretion of the Market Manager, when a violation occurs that jeopardizes the health of a customer, another vendor, market management, or the overall health of the market, the manager may convene the market's governing body, the board of directors of the GWCOG, to request a suspension of the compliance procedure and call for immediate dismissal from the market. The dismissal will require documented proof of an egregious violation. The vendor will be given an opportunity to review the documentation, prepare a defense, and appear before the governing body.

41. If after receiving a warning or suspension, a vendor is in disagreement with the Market Manager over the infraction, the vendor may make written application to the board of directors of the GWCOG. Both the vendor and the Market Manager will appear before the board of directors of the GWCOG and present their sides of the issue. The decision of the board of directors of the GWCOG is final.