

Pittsburg Farmers Market - 2015

Pittsburg Farmers Market Mission

Our Market Will . . .

- ❖ Offer our customers with high quality, locally grown or handmade products
- ❖ Provide a cooperative marketplace for producers to build a profitable businesses
- ❖ Serve to promote our producer businesses to more customers
- ❖ Create a friendly, fun environment for our customers and producers
- ❖ Provide variety of high quality attractive products to our customers
- ❖ Provide a destination marketplace for our customers

Market Rules and Guidelines

1. The Market is a **producer-only** market with producers living within a 75-mile radius of the Market location (11th & Broadway, Pittsburg, KS). No commercial businesses allowed. A producer who has a "Farm Stand" is not considered a commercial business.
2. Vendors must raise, grow, and/or make their products sold at the market. No resale of products is allowed. Producers may not sell products purchased from wholesale or retail sources or products from other growers. On the first violation a producer will be warned and asked to remove the product(s). A second violation determined will require the removal of the vendor from the market. Exception to this rule -- The sale of bottled water is permitted.
3. A regularly employed agent of the vendor may sell the products grown or made by said vendor. The employee should be involved in the making/producing/harvesting the product and knowledgeable about the product. Exception to this rule – in times of need, a vendor may man the booth of another market vendor to sell their product for them.
4. There will no CSA or CSA-like business contracted or delivered from the market property or in conjunction with market hours of operation.
5. Any complaints by a vendor alleging reselling by another vendor shall be submitted to a member of the Board of Directors in writing. The name of the complainant will be kept confidential. The members of the Board of Directors will then investigate the claim and will notify complainant of investigation results.
6. The Market Board or designated Committee will make inspections of all producers at their home to verify that they are growing/creating the products to be sold before the season starts. All producers are subject to as many as 2 inspections throughout the year as well and any time a complaint has been made.
7. Vendors must comply with the market application process. Participation of all producers in the market is contingent on approval of the Board or Committee. Vendors cannot sell until the application has been approved. Every effort will be made to make approval within a one week time frame, but time for inspection and interview must be made available.
8. The Board or Committee will use the application process to encourage a product mix at the market. Returning vendors will be given first option to return. Then, produce growers shall be given highest priority, followed by value-added food for human consumption and plant producers, and then handmade crafts.

9. Parking is assigned by the Board or an appointed Committee. Vendor space is 10 feet wide by 14 feet deep. Vehicle parking is adjacent to rear of vendor space. All products and displays must be contained within the allotted vendor space. There are grooves in the concrete designating the space boundary lines.
10. Vendors are responsible for the collection and payment of any required sales tax. A copy of Kansas Sales Tax registration certificates must be furnished to the Secretary/Treasurer of the Board of Directors within 3 weeks of vendor application approval. Registration information can be found at www.kdor.org/TaxCenter. This does not apply to a non-profit organization visiting the market.
11. Vendors are responsible for knowing and abiding by all Kansas Department of Agriculture regulations regarding their products.
 - KDA and K-State's publication, *Food Safety for Kansas Farmers Market Vendors: Regulations and Best Practices* is available from the Board or Committee, or may be found online at www.fromthelandofkansas.com/discover-resources/farmers-market-resources
 - KDA permits the distribution of samples at Kansas Farmers' markets provided the vendor complies with the food safety regulations outlined in the regulations.
 - Scales must be certified.
12. Vendors must abide by all laws provided by the state in regards to EBT/Vision/SNAP card (food stamps) and Kansas Senior Farmers' Market Nutrition Program Vouchers. These forms of payment are NOT to be traded around after the point of sale but must be redeemed properly. If this rule is not followed, the market could lose the opportunity to have the EBT Sales available for market use.
13. Vendors are expected to stay within their assigned areas and not interfere with other producers customers. Vendors are expected to act in a professional manner towards other market vendors and customers. The first violation a producer will be warned. A second violation will result in the termination of the vendor approval, and said vendor will be removed from the market.
14. Vendors must at all times conduct themselves in a pleasant and courteous manner. Controversial topics shall not be discussed or displayed by vendors at the market.
15. No sales prior to the opening bell at 7:30 on Saturdays. Vendors shall be in place and ready for sales on time.
16. Vendors shall provide their own change, sacks and/or other supplies.
17. Each vendor should set his/her own prices. All prices shall be clearly posted. Vendors are urged to sell at a fair market price. Dumping is not allowed. Dumping is defined as "charging significantly less than current market rates for a product with the objective of gaining an advantage over other producers". Any vendor wishing to give his/her product away will be connected with a local feeding program or charity.
18. There shall be no live animal sales or producer pets allowed at the market.
19. Vendors shall be responsible for cleanup and removal of waste from their market spaces. The provided trash cans are for customer use only—NOT for cull product. Any cull/waste produce/products must be taken with producers for disposal. Dumping of wastewater is not allowed via city ordinance.
20. Vendors should not smoke on the market premises, according to Kansas law.

Concerns or questions should be communicated to the Board or Committee.

2015 Pittsburg Farmers Market, Inc. Board Members:

- ❖ **Jill Campbell, President, Media Contact - (417) 437-3564**
- ❖ **Mike Schoenecker, Vice-President - (620) 431-4616**
- ❖ **Kathy Flora, Secretary/Treasurer - (620) 232-1772 or (620) 404-9710**
- ❖ **Trent Kling, Media Contact - (316) 210-7367**

Market Fees

Annual Membership:

The 2015 market season will be Saturday, April 4th, through Saturday, October 31.

The annual Membership Fee for the 2015 season will be \$125 for each membership if registered prior to August 1, 2015. A “member” is considered to be a vendor who has paid the membership fee, with product(s), passes inspection, and abides/operates by the rules of our market. A member also has the right to vote in market practices and run for office (but that is not required).

After August 1, 2015, the fee will be \$55 for each membership. This fee is in addition to the space rental fees and helps pay for promoting the Market.

Daily and Season Parking:

Paid members are allowed to miss 3 Saturdays without penalty starting May 1, 2015. After 3 absences, vendors must pay the daily parking fee when not present. Vendors who are absent but have not paid the fee for their space are subject to reassignment of parking spot. There are no penalties for missing Wednesdays.

Market members may share a space for two businesses, but both must have separate memberships.

Saturdays: \$10 per space or \$200.00 for the season.

Maximum of two spaces per vendor.

Saturday selling time is from 7:30AM – NOON.

Wednesdays: \$5.00 per space or \$100.00 for the season.

Maximum of two spaces per vendor.

Wednesday selling time is 11 am – 7 pm (as announced)

Specialty Guest Vendor:

Applications will be accepted as space is available for guest vendors. The fee is \$25 per market with a limit of 4 appearances per season. The number of visits available can be adjusted by the Board of Directors if space is available. Should the vendor wish to join the market, the space fees paid will be applied to the membership and space rental for their visits.

Non-profit Community Groups:

There is a limit of one non-profit group per week as space is available. There may be an exception to this rule by the Board of Directors if space is available. Groups must complete Market Application Process. Organizations with political missions will not be accepted as the Market strives to provide an enjoyable experience for everyone in a non-political environment. All organizations will have the annual season fee and the first-time space rental fee waived for a one-time appearance. The season fee and space rental fee will be payable after the initial appearance.

Membership Application

Name (please print) _____

DBA _____

Address _____

City/State/Zip _____

Telephone _____ Cell Phone _____

Email Address _____

To assist in establishing a product mix, please circle all to be offered:

GREENS, BEETS, CARROTS, POTATOES, TURNIPS, ONIONS, SQUASH, CUCUMBERS, BEANS, TOMATOES, MELONS, STRAWBERRIES, BLUEBERRIES, APPLES, OTHER (please list on back))

BREADS, COOKIES, CAKES, CANDY, READY TO EAT HOT OR COLD FOODS (please list on back), DRINKS, JAMS/JELLY, OTHER PREPARED FOODS (please list on back)

HONEY, EGGS, MEATS (please list on back)

WOOD CRAFTS, JEWELRY, BODY PRODUCTS, OTHER CRAFTS (please list on back)

THE FOLLOWING CONTRACT MUST BE SIGNED BEFORE ATTENDING FIRST MARKET DAY

Disclaimer:

I, _____, hereby acknowledge full responsibility for all actions and activities which may occur as a result of my participation in the Pittsburg Farmers Market, and I agree to hold the Pittsburg Farmers Market Inc. harmless and indemnified from any and all claims that might arise out of my participation. I understand that the Pittsburg Farmers Market Inc. does not provide liability coverage for me or the products I offer. I have received and thoroughly reviewed a copy of the “**Rules and Guidelines**” governing my participation in the Pittsburg Farmers Market, and I **agree to abide** by such rules and guidelines. I agree to and give permission for my photographs to be used in market advertising and promotion.

This contract shall be effective from _____, 2015 through the end of the Market season.

Signature _____ Date _____

Please return with payment of necessary monies to: Kathy Flora, Treasurer

521 S. 270th St. Pittsburg, KS 66762

620 232-1772 floraproduce@gmail.com

Market Approval by 3 Board/Committee Members:
