

# 2022 Vendor Application and Rules/Regulations



## Chewelah Farmers Market

A Washington State Non-Profit Corporation

Fridays, May 13 - October 14, 2022

11 a.m. to 3:30 p.m. in the Chewelah City Park

Vendor Name: \_\_\_\_\_

Farm/Company Name: \_\_\_\_\_

Describe Your Farm/Business: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Best Contact Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Farm/Business Website Address: \_\_\_\_\_

Farm/Business Social Media Profile(s): \_\_\_\_\_

\_\_\_\_\_

Describe the products you anticipate selling at the Chewelah Farmers Market: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Chewelah Farmers Market Annual Membership Fee: \$30 for one booth space, 10X10, electricity \$10 dollars more.

**Additional Booth Spaces:** \$30 each

Number of Booth Spaces Requested: \_\_\_\_\_

Do you require access to electricity? Y / N

Community Booth? Y / N

Applying to be a vendor at the Chewelah Farmers Market means you agree that information regarding your farm/business can be shared on social media sites maintained by the market, for informational, educational, and marketing purposes.

By signing this agreement you, as a vendor, agree to hold the Chewelah Farmers Market and the City of Chewelah (as well as all staff and volunteers) free from any liability related to visiting, selling, or buying at the market, and will not at any time hold the Chewelah Farmers Market or its Board of Directors and Market Manager, the City of Chewelah and/or staff and volunteers of those entities responsible for any loss, damage, injury, or illness incurred by you, or as a result of you selling at the Chewelah Farmers Market, or any liability created by your product or conduct. In order to participate at the market, vendors are required to obtain insurance covering the above-described liabilities, and to name the Chewelah Farmers Market as an additional insured under the insurance carried to cover those liabilities.

By signing below the applicant agrees that they have read and understood the **RULES AND REGULATIONS** of the Chewelah Farmers Market and agrees to be bound thereby. The applicant further understands that the Chewelah Farmers Market may terminate a vendor's participation at any time without refund of fees paid.

Applications and membership/booth fees are accepted after the application becomes available each year and no later than the starting time of the first market day for the vendor.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Send all pages of the completed application (initial each page) with Membership/Booth Fees payable to:

Chewelah Farmers Market, P.O. Box 516, Chewelah, WA 99109

**ALL FARMERS MARKET PROCEEDS WILL BE USED TO COVER MARKET EXPENSES AND RELATED OPERATIONAL COSTS.**

***Mission Statement:*** *The mission of the Chewelah Farmers Market is to make available high-quality, locally produced food, and to promote self-sufficiency in the community food systems by providing a venue for local farmers, growers, and producers to connect directly with consumers, and to support educational opportunities for a sustainable community.*

***Market Location:*** Northwest corner of the Chewelah City Park, north of Lincoln Ave. along Park St. (Hwy. 395).

***Market Management:*** The Chewelah Farmers Market is a registered Washington State non-profit corporation. The market is directed by a volunteer Board of Directors which consists of growers and others, along with a market operations manager who is likewise interested in promoting the market and furthering its goals and vision. Stipends to defray personal costs may be paid to the Market Manager, Community Coordinator, Social Media Coordinator, and other Market Assistants at the discretion of the Board.

## ***Market Components:***

1. Farmers Market: Featuring local producers, food, and craft vendors located in the Chewelah City Park and arranged in booth spaces. Vendors become members through an annual application process and fee.
2. Community Booth: A single shared booth space for vendors that do not wish to operate a regular vendor booth using canopy and tables provided by the market. No yearly vendor fee is required, and Community Booth vendors are not required to commit to a whole market day. The Market Manager may limit the number of times a single vendor may use the booth.

## ***Membership Benefits:***

- Website Presence – The Chewelah Farmers Market website features a “Meet the Vendors” section, showcasing the market member vendors. Upon approval of the vendor application, the farm/business description and website address submitted with the vendor application will be added to the CFM website, unless otherwise noted. A link to vendor website or social media profile may be included, along with a photo, if provided. Any member vendor in good standing is eligible for inclusion in the “Meet the Vendors” page. (Please communicate with the Market Manager any changes to the profile featured on the “Meet the Vendors” page.)
- Marketing Exposure - The Chewelah Farmers Market implements marketing strategies throughout the year to bring as much exposure to our vendors as possible. This may include social media, advertising, radio, flyers, ad copy, special events, fairs, etc.
- Annual Vendor Earnings Report - Each vendor in good standing may receive a report showing their self-reported sales figures at the Chewelah Farmers Market for the vending season, and an overall market performance spreadsheet for the year.

***Product Ratio:*** A goal of the Chewelah Farmers Market is to have less than 40% of the total gross sales on any market day attributed to crafts, art, baked goods, or other processed or value-added products that are not considered locally raised or resold produce, plants, meat, eggs, dairy, or honey.

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### *Hours of Operation*

The Chewelah Farmers Market will be open (except by declaration of the Market Manager) Fridays from 11 a.m. to 3:30 p.m.

Vendors are expected to attend each market day and are required to remain open for business until market closing. Leaving the market before close of business without consent of the Market Manager or Board President will result in an additional \$50 fee, which must be paid before the vendor sets up again at the market.

**Market Commission:** Vendors in good standing will be charged \$6 per day or 6% of gross daily sales (whichever is greater) not to exceed \$45. Nonprofits and Fundraising booths will pay a booth fee and flat rate of \$6 per market day. Bonus: Any vendor with perfect attendance for every farmers market will not be charged commission on the last market day.

A Vendor Daily Report will be given to each vendor prior to closing each market day. The report must be accurately and completely filled out and turned in to the Market Manager along with fee payment during the vendor checkout process. All dollar amounts, including calculated commissions, shall be rounded to the nearest dollar.

Vendors who have not joined the market and choose to sell products at the Community Booth will complete a Vendor Daily Report and pay a fee of 12% of gross sales.

**Check-in:** All vendors need to check in with the Market Manager or a designated volunteer before setting up on each market day, unless otherwise assigned a permanent space at the beginning of the market season. Booth placements are based on a number of considerations, and those who apply late or join the market after the season begins can expect to be moved from one market day to another depending on market needs. All vendors must have a current, fully completed, and signed vendor application on file and have submitted membership and booth fees. Incomplete, unsigned, or unpaid applications may be returned and you may not be able to participate as a vendor.

**Setup:** Vendors should plan on setting up booths by staggering arrival by need – food vendors first; large, product heavy vendors next; arts and crafts and other booths will depend on the complexity of your products and displays – ALL vendors need to be set up and ready to engage with customers by 11 a.m., not carrying canopies and rolling carts.

**Vendor Loading and Unloading:** No vehicles are allowed on the grass in the city park – there are no exceptions – the park is watered by sprinkler heads buried at grass level; vendors may unload from the customer parking area along Hwy 395.

**Unloading:** Vendors should plan on driving their vehicles parallel to the sidewalk along the park – do NOT park nose-in or back up to the curb – this allows all vendors to flow through the parking area in two lanes, marked by orange cones set up by the market manager.

**Parking:** Vendors MUST be clear of the parking anywhere along the east side of highway 395 next to the park by 10:45 a.m. Parking can be an issue for customers, and ALL of the parking along the east side of 395 gets taken on most market days during peak hours – vendors need to keep as much parking clear around the park as possible. There is street parking near to the park, and parking along the residential east side of the park. The City of Chewelah prohibits parking in the camping area of the city park without a paid camping reservation. Do not park in private parking lots owned by residents or local businesses unless you have obtained permission to do so.

**Safety:** Vendors need to be vigilant while exiting, entering, or unloading next to the park along highway 395, which is a busy state highway with large trucks passing within feet of the parking line.

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**Restrooms:** Vendors have access to the two restroom facilities in the park, located in the northeast and southeast corners of the park. Please respect local businesses and refrain from using their restrooms unless you are a paying customer or have permission to do so.

**Booth Assignment:** Vendors will be assigned a 10x10 booth space on a first come, first serve basis at the discretion of the Market Manager. Regular vendors will have their prior weeks' booth space reserved for them. If a vendor misses a week of the market without notifying the Market Manager by 9:00 a.m. the day of the market, the vendor may forfeit their market location for the subsequent market day. Vendors may also forfeit their market location if they miss more than two or more market days consecutively.

If there is a lack of booth spaces during peak market season, the Market Manager may use whatever options are available to accommodate all vendors in the market's defined space, such as limiting non-farm vendors to one booth or consolidating two smaller vendors into a single booth space. If there is temporarily insufficient room for all vendors, priority will be given to vendors with the strongest attendance record.

**Canopies:** All vendors who wish to erect canopies (including umbrellas) on the market site during a normal period of market operations, including the setup and break down period, are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the Chewelah Farmers Market on that market day, unless that vendor chooses to take down and stow their canopy and sell without it. Each canopy leg must have no less than 24 pounds anchoring each leg. Canopy size may not exceed booth space assigned.

**Signage and Displays:** All vendors must post a sign identifying the name of the farm/business represented. Prices should be clearly posted. Displays, signs, and racks must not obstruct customer traffic flow or a clear view of adjacent booths and vendor displays. Good thought put into booth design/presentation not only brings in customers, but reflects on the reputation of the market.

**Music and Broadcasts:** Market Management is responsible for broadcasting music, announcements, and other entertainment. Any exceptions MUST be discussed with the Market Manager prior to playing music (live or recorded) or making announcements, or playing of other media during market hours.

**Priority on Locally Produced Inputs:** The Chewelah Farmers Market is dedicated to local sustainability. We encourage vendors to utilize local inputs wherever possible for their products. For example, where options are available, a food processor might choose locally produced ingredients over commercial ones, or a crafter might choose locally produced supplies instead of commercially available ones.

**Local Produce:** Vendors may sell only produce grown within a 100-mile radius. Vendors selling produce not grown by themselves must post source information about the grower in a location plainly visible to any customer.

**Locally Produced Meat, Eggs, Processed, Baked or Canned Goods:** All products sold at the Chewelah Farmers Market must comply with all pertinent USDA, WSDA, and Stevens County regulations concerning these products. Market Management may request to see copies of appropriate licenses and/or permits at any time.

The Chewelah Farmers Market and its staff and volunteers are not an approval authority for health, food safety, or food processing regulations, nor are they trained in such specialties; each vendor assumes full responsibility for managing their products, including full compliance with all federal, state and local laws and regulations concerning products sold, as well as any information provided to the public by a vendor.

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*Local Vendor-Produced Craft Items:* Samples of all craft items must be presented for approval to the Chewelah Farmers Market Manager. Only approved items may be offered for sale.

*Non-Profit Organization Fundraiser Items:* Community non-profit organizations, public or private schools, churches, and youth organizations may be allowed to purchase a booth space at the market to educate the public, promote their organization, or raise funds in any legal manner provided the booth activities can be demonstrated to support the mission statement of the Chewelah Farmers Market. Approved organizations may sell appropriate fundraiser items and keep all proceeds except for booth fees and flat rate commission. These organizations must have the prior approval of the Market Manager and have submitted a fully completed vendor application and paid the necessary booth fees.

**Language:** Foul or abusive language, verbal harassment, yelling, gossiping, slandering or other unprofessional and disrespectful verbal exchanges will not be tolerated. This includes interactions with/between vendors, Board Members, Market Manager and customers.

**Discrimination:** The market is a place where all sorts of people congregate and share in what can be an amazing afternoon in beautiful location surrounded by friendly and welcoming environment. Members of the market, employees, volunteers, and other persons participating in market functions who have signed this agreement shall not discriminate against any individual in based on age, sex, race, creed, color, national origin, sexual orientation or identity, or the presence of any physical, mental, or sensory disability regard to any manner of interaction whether selling a product or interacting with market customers or other market vendors, staff or volunteers. No tolerance policy.

**Sexual Harassment:** Sexual harassment is a practice that violates federal equal employment opportunity laws and violates the principles of the Chewelah Farmers Market. Therefore, it is the policy of the Chewelah Farmers Market to comply with the spirit and intent of federal equal employment opportunity laws and rules. Vendors and staff will be afforded a work environment free from sexual harassment. All vendors and staff shall project the necessary attitudes and behavior to ensure that sexual harassment does not occur. Vendors observing or having knowledge of incidents or practices within the market which are harassment as defined in this policy shall report their observations to the Market Manager or file a grievance with the Board of Directors. The Chewelah Farmers Market will not tolerate instances where a vendor or staff is retaliated upon in any way for complaining of sexual harassment. Confidentiality will be maintained whenever possible. Violation of this policy may result in immediate and permanent expulsion from the market.

Sexual harassment exists when the behavior is repeated or unsolicited and is unwelcome.

If you feel uncomfortable about any person's behavior please contact an authority such as the Market Manager, a Board Member, or the local police.

**Licenses & Permits:** By signing this agreement vendors agree to assume full responsibility to secure all licenses and permits required by law to participate in selling at the market.

**Cleaning:** The vendor assumes full responsibility to clean the space used by them at the market location and the surrounding area within a 10-foot radius of their booth space.

**Liability:** The vendor and market customers holds Chewelah Farmers Market, the City of Chewelah and those organizations' staff and volunteers free of any and all liability related to visiting, selling, or buying at the market, and will not at any time hold the Chewelah Farmers Market, the City of Chewelah, and those organizations' staff and volunteers responsible for any loss, damage, injury, or illness incurred or received by the vendor, market customers, or visitors while at the market location. Vendors are required to obtain product and liability insurance naming the Chewelah Farmers Market as additional insured in order to participate in the market.

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**Political and Religious Policy:** The Chewelah Farmers Market is a diverse and accepting place where all are welcome. However, it is not a forum where large displays or challenging behavior make customers feel uncomfortable or unwelcome. The market is not a forum for religious or political activities. Contact the market manager if needed.

**Disciplinary Policy and Procedure:** The Market Manager strives to create a welcoming, professional, family friendly, fun, and cooperative atmosphere and has full authority to manage vendors at the market as he/she determines. For violations or situations that cannot be resolved through respectful and reasonable discourse the Market Manager and/or Board President may take action which includes but is not limited to booth space reassignment, loss of extra booth space without reimbursement, or immediate expulsion.

**Management Decisions:** The vendor agrees that all decisions made by the Market Manager and/or Board President or Board of Directors are binding and final. Chewelah Farmers Market Management reserves the right to refuse any vendor or any item sold or displayed by any vendor at any time with or without cause and is the sole approval authority for any use of the Chewelah Farmers Market logo.

I have read and understand these rules and regulations and agree to abide by them.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Chewelah Farmers Market Contact Information:***

**Chewelah Farmers Market Manager:** Brad Shaffer, 206-778-7349, [info@chewelahfarmersmarket.com](mailto:info@chewelahfarmersmarket.com)

**Mailing Address:** Chewelah Farmers Market, P.O. Box 516, Chewelah, WA 99109

**Website:** <https://chewelahfarmersmarket.com>