April 13, 2015

City of Eagleville Tennessee
Ms. Jenny Strasser
City Clerk
108 South Main Street
Eagleville, Tennessee 37060

VIA ELECTRONIC MAIL

Dear Ms. Strasser:

In response to your request seeking information on farmers markets, please refer to the Tennessee Department of Agriculture Farmers Market Compliance Guide. This document highlights laws and source materials to give the city general guidance in the management of a local farmers market.

I have also attached examples of rules, regulations, and forms used in selected markets in Tennessee:

- Bristol Tennessee - Farmers Market Rules and Regulations
- Franklin Tennessee - Farmers Market Rules and Regulations
- Franklin Tennessee - Farmers Market Vendor Application Form
- Rutherford County Tennessee – Farmers Market Rules and Regulations
- University of Tennessee - Farmers Market Application

Finally, the following links will also serve as a resource to learn how other markets in Tennessee operate:

- Franklin Farmers Market: http://franklinfarmersmarket.com/
- Bristol Farmers Market: http://www.bristoltn.org/204/State-Street-Farmers-Market

Please let me know if you have further needs with respect to this matter.

Very truly yours,

Jeffrey J. Broughton
Municipal Management Consultant
The City of Bristol Tennessee

State Street Farmer’s Market
Policies and Procedures

Revised January 2010
STATE STREET FARMER’S MARKET
POLICIES AND PROCEDURES

I. Vendor Classes; Rental Fees

1. The following classes of vendors shall be permitted to rent sales space and sell approved merchandize at the market:

   o **(A) Full-Season Vendor, Homegrown Products**
     * $60.00 annually, $10.00 on the first market day and $50.00 by July 1.
     * Must vend a minimum of three (3) Saturdays in the months of June, July, August and September to maintain sales space.
     * No pro-ration of fee.
     * Includes one (1), eight foot table and two chairs.

   o **(B) Monthly Vendor, Homegrown Products**
     * $30.00 monthly payable on the first market day of each month.
     * Sells on a monthly basis, no pro-ration of fee.
     * Includes one (1), eight foot table and two chairs.

   o **(C) Daily Vendor, Homegrown Products**
     * $10.00 per day payable prior to setting up in designated booth space.
     * Usually sells only one product, i.e. Strawberries, fall mums, etc.
     * Includes one (1), eight foot table and two chairs.

   o **(D) Commercial Vendor, Non-Homegrown Products**
     * $60.00 annually, $10.00 on the first market day and $50.00 by July 1.
     * Must vend a minimum of three (3) Saturdays each month of the season to maintain their sales space.
     * No pro-ratio of fee.
     * Includes one (1), eight foot table and two chairs.
(E) Craft Vendor

- $60.00 annually, $10.00 on the first market day and $50.00 by July 1.
- $30.00 monthly payable on the first market day of each month.
- $10.00 per day prior to set up.
  - Annual craft vendor must vend a minimum of three (3) Saturdays each month of the season to maintain their sales space.
  - No pro-ration of fee.
  - Includes one (1), eight foot table and two chairs

II. Compliance with Laws; Taxes and permits

1. Vendors must comply with all federal, state, and local laws, regulations, and ordinances.

   (a) Class A, B, and C vendors are not required to collect sales tax, or to pay a business tax.

   (b) Class D and E vendors must collect and remit Tennessee sales tax, Bristol Tennessee local sales tax; and must pay a $2.00 business tax fee for each day of rental; provided however, that the $2.00 business tax fee will be waived in the event that the vendor has a valid City of Bristol Tennessee business license.

III. Approved Sale Merchandise

1. The following merchandise classes may be displayed and sold at the market:

   (A) Locally raised produce and plants (collectively “natural product”)

   a. Vendors are allowed to sell natural product raised by local farmers, defined as a farmer within a 2-hour drive from the market, but must identify those natural products at point of sale; provided, that at least 75% of all natural product offered by the vendor must be grown by the vendor and further provided that any natural product not grown by the vendor must have been purchased directly from another farmer within a 2-hour drive of the market.
(B) Homemade baked goods, honey, jams, jellies and canned foods
(collectively “processed product”)

a. Processed product may be sold provided the vendor has met all State
health department requirements; is the actual producer of the processed
product being offered for sale; and the processed product is made within
a 2-hour drive of the market.

b. All processed product must be labeled with the name of the product, net
weight or count ingredients in order of predominance, and the name and
address of the vendor.

c. Cream-filled pastries, custards or other items filled with dairy products
shall not be sold.

d. Compliance with all Tennessee Health Department and U.S. Department
of Agriculture guidelines and restrictions are the sole responsibility of
the vendor. Proof of certification may be required.

(C) Meat, Poultry, Eggs, Fish, and Seafood (collectively “animal product”)

a. Animal product may be sold provided that it is raised within a 2-hour
drive of the market. All meat products, except poultry, must be
processed in a USDA inspected facility and have a U.S. Department of
Agriculture stamp. Fish and seafood must satisfy U.S. Food and Drug
Administration requirements.

(D) Hand-made Crafts

a. Hand-made crafts may be sold including, but not limited to basketry,
dolls, toys, floral craft, knitting, lace making, leather craft, macrame,
needlepoint, and wood work; artwork, including paintings, prints,
drawings, mixed media, photographs, pottery, and sculpture; jewelry;
and blended product such as soaps, candles, and fragrances. Permission
to sell a hand-made craft item must be approved by the market at rental.

2. General Provisions

a. Any items to be offered for sale that is not identified in the rental
agreement must first be approved for sale by the market to ensure that
the items meet the purpose of the market operating guidelines.

b. At the discretion of the market, low quality produce may be required to
be (1) removed from display or (2) be marked as “second quality
merchandise.”
c. The market has authority to inspect the origin of items sold at the market to ensure that such sales conform to market standards.

d. The market will have the authority to approve or disapprove any items to be sold in the market in accordance with policy.

e. Commercial Vendors, defined as vendors selling non-homegrown natural product, processed product, or animal product (collectively “items”) purchased on a wholesale basis for resale.

   2. A commercial vendor may sell items not otherwise available by vendors selling homegrown natural product, processed product, or animal product.

   3. A commercial vendor must remove any item from display and sale if a vendor selling homegrown items has the same item for sale. In the event the vendor selling homegrown products sells-out their supply of homegrown items, then in such event the commercial vendor may display and sell the item.

   4. Commercial vendors must display appropriate signage provided by the Market designating their booth as a “commercial” enterprise.

f. It is the responsibility of the vendor selling homegrown items to bring to the attention of the market any situation in which a commercial vendor is selling items that are otherwise available for purchase from a vendor selling homegrown items.

IV. Operations

1. “Open for business” is defined relative to the sales space, as having merchandise in sufficient quantity and variety, properly displayed, available and accessible to the customers during the prescribed market hours. In addition, being open for business requires that a sales person be available to customers, at the sales space, during all market hours so that the customer may complete the transaction then and there, without the necessity of going to another location to consummate the purchase. Failure to satisfy these requirements will be just cause to revoke the privilege to sell at the market.
2. Market hours will vary during the season but will generally run as follows:
   
o  On Saturday from May 1 until October 31 from 7:00 a.m. to 11:30 a.m. unless otherwise established.

   o  On Wednesday during the months of July and August from 10:00 a.m. to 2:00 p.m. (subject to change).

3. Vendors shall have access to the market one (1) hour prior to opening for the purpose of unloading and setting up merchandise and must exit the facility no later than one hour after closing time. Additional times for loading/unloading may be available upon request with prior approval of the market.

4. A vendor that is not in the assigned space thirty (30) minutes prior to market opening shall lose the space for the day in the event that other vendors are present and desire such location.

5. A vendor that misses four or more Saturday market days shall be subject to loss of the reserved space for the remainder of the season.

V. Rental Agreement; Assignment of Space

1. Interested parties desiring to rent space at the market must complete and submit an application by April 25th of each year for priority assignment of space. Parties that submit a completed application as required shall be given priority for sales space in the following order:
   a. Class A
   b. Class D
   c. Class E (annual only)
   d. Class B
   e. Class E (monthly)
   f. Class C
   g. Class E (daily)

2. Returning Class A vendors shall be given priority to retain the same selling space when seeking to continue the following year as a Class A vendor.

3. Class A and Class D vendors will be given priority locations at the market; followed by Class E vendors.

4. Selling spaces after April 15th shall be rented on a first-come, first-serve basis.
5. Vendors must contact the market before engaging in business or occupying space. The market will assign space and collect rental fees in accordance with the fee schedule.

6. The sales space at the market shall be used solely for the display and sale of approved items.

7. The sharing of a sales space, or sub-renting to another vendor, is allowed only upon the advance approval of the market.

8. Shared rental selling spaced may be permitted. All parties’ names must be noted on the rental agreement.

9. At the discretion of the market, the market may be “over-rented,” and vendors may be relocated, to meet the exigencies of the market.

10. All sales must be made from the vendor’s sales space only. No sales will be permitted in loading zones, parking areas, or common areas unless such an area is assigned by the market as a sales space.

11. The market reserves the right to cancel any rental agreement and to change space allocations when it is considered to be the best interest of the market.

12. Vendors shall be held responsible for the actions of their employees, agents or persons working or supporting the vendor.

13. The selling of used items is not permitted.

14. The failure to fully satisfy the terms of the rental agreement, to fully comply with market rules and procedures, and to make timely rental payments, will be cause to immediately cancel the rental agreement without prior notification.

15. Sales space may be reassigned to another vendor on those days when the vendor does not occupy the sales space.

**VI. Sanitation, Health and Safety**

1. The market will provide, designate the location of, and empty all public litter containers for use by customers.

2. Vendors will be responsible for the collection and removal of all refuse generated from sales and activity at their sales space.
3. Each vendor is responsible for leaving their assigned sales space clean at the end of each market day.

4. No alcoholic beverages shall be sold, given away, or consumed at the market.

5. Vendors must keep all merchandise, refuse, and personal property within their assigned sales space only.

6. Domestic and exotic and wild birds and animals are not permitted at the market except for hearing, guide and service animals.

7. Any person under the influence of intoxicants, exhibiting disorderly conduct, or otherwise violating city or market regulations may be asked to leave the market. Persons refusing to leave the premises upon request will be considered trespassing and will be dealt with in accordance with law.

8. No vendor shall permit the seepage or leakage of water or fluids as a result of their activities.

9. Vendors are responsible for the individual safeguarding of their property; the market is not responsible for any loss or theft.

**VII. Miscellaneous**

1. Tables and chairs shall be provided for all vendors when possible. It shall be the responsibility of the vendor to set-up the table and chairs and to return the same at the end of the market day to the designated location for storage.

2. Not more than two eight-foot tables may be placed at each assigned sales space. A vendor may bring a table or may rent one from the city for $5.00 daily, as available.

3. No vendor shall be allowed to make changes or alterations to their assigned sales space without the advance permission of the market.

4. Use of on-site electricity and water is permitted only with permission of the market. No portable gas generators are allowed.

5. No vendor shall erect a tent, awning, umbrella or other structure without advance permission of the market.

6. Any needed repairs, potentially hazardous conditions, or other situations at the market posing a risk to a vendor or customer should be immediately reported.
7. The cost of repairs to market property damaged by a vendor shall be charged to the vendor.

8. Nothing shall be attached or hung from any part of canopies, canopy support structures, or other property.

9. Permitted signage is of a size and type, as approved by the market, containing information such as the item, price, and quantity. In addition, each selling space shall have a sign identifying the name and address of the vendor.

10. No signs shall be displayed at the market for commercial or advertising purposes, or for the purpose of attracting attention or support for a product, commodity, or service which is not available for sale at the market. No signs shall be displayed for the promotion of any business, political candidate or cause, or any other purpose.

VIII. Parking

1. The parking space in front of the vendor’s sales space, where such parking space is in fact so situated, is reserved for the use of that vendor selling out of the back of the vehicle only. Vendor vehicles not selling from the back, after unloading, shall be parked only at the Municipal Parking Lot on Shelby Street or in the Municipal Lot on 8th Street behind Macado’s Restaurant. Under no circumstances should vendors be allowed to park in the Downtown Center or the 700 or 800 block of State Street. Vendors are not allowed to park overnight at the market.

2. Vendors shall park additional vehicles only in the area designated by the market for such parking

3. Drivers of vehicles, both vendors and customers, must at all times comply with all traffic rules, regulations; and signage at the market. All drivers must comply with the directions of market personnel or any law enforcement officer.

4. There shall be no general public parking at such times so as to interfere with the setup, operation, or take-down of the market; other than authorized vendors.

2. Parking- Require any vendor not selling out of the back of a truck, that their vehicle once unloaded be moved to the Municipal Parking lot on Shelby St. or behind Macado’s on Eighth St. (gravel lot).
IX. General

1. Proper dress is required of all vendors.

2. Proper language shall be observed as is appropriate for a public, family-oriented event.

3. No vendor or vendor’s representative shall make a public outcry, “hawk”, gesticulate wildly, or play or emit any musical or electronically-enhanced sound for the purpose of drawing customers or attracting attention to their sales space.

4. Vendors violating any city or market regulation will be subject to losing their privilege to sell at the market. No refund of rental fees shall be made.

5. Vendor agrees to protect and hold the City of Bristol Tennessee, City of Bristol Virginia, Sullivan County Tennessee, and Washington County Virginia harmless, and to indemnity to each of the above named entities, its officers and employees from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage, theft or injury, including death, to property or person occurring as a result of vendor’s use of the property, including loss or injury as the result of electrical or equipment failure or other cause whatsoever.
Vendor Application

Name(s):____________________________________________________________

Farm or Business Name:_______________________________________________

Mailing Address:______________________________________________________
____________________________________________________________________
____________________________________________________________________

Location/Address of Farm:
____________________________________________________________________

Home Phone: _____________________ Work Phone:________________________

E-mail:______________________________________________________________

Featured Products:
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Other products: Fruits, Processed Foods, Crafts, Meats, Baked Goods, other:
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

The State Street Farmer’s Market
Downtown Center
810 State Street
Bristol, Tennessee
FEE SCHEDULE

Class A Vendor – Homegrown Products, Full-Season Sales $ 60.00 (Annual)
Class B Vendor – Homegrown Products, Monthly Sales $ 30.00 (Monthly)
Class C Vendor – Homegrown Products, Single-Day Sales $ 10.00 (Daily)
Class D Vendor – Commercial Vendor, Non-Homegrown Products $ 60.00 (Annual)
Class E Vendor - Crafts $ 60.00 (Annual)
                         $ 30.00 (Monthly)
                         $ 10.00 (Daily)

Expected Market Dates
Beginning ________________________________
Ending ________________________________

Signature: _______________________________________________________
Date: ___________________________________________________________

Mail Completed Form to:
City of Bristol Tennessee
State Street Farmer’s Market
P.O. Box 3563
Bristol, Tennessee 37620

Walk-In:
Bristol Tennessee City Hall
801 Anderson Street
Room 201
8:00 a.m. – 12:00 Noon;
1:00 p.m. - 5:00 p.m., M - F

Form No. 10-03-10
Revised March 2009
2015-2016 Franklin Farmers Market Rules and Regulations

FARM REGULATIONS

• The Franklin Farmers’ Market consists of two types of vendors: Farm Vendors and Non-Farm Vendors. All vendors are required to submit application each year. 

  The Franklin Farmers Market Board of Directors reserves the right to accept or deny application by any vendor.

• A producer certificate must be completed by **ALL farm vendors** before selling at the Franklin Farmers Market. The certificate will be provided by the market and must be filled out and signed by your County Extension Agent. The Market Manager will retain the original. **A COPY OF THIS CERTIFICATE MUST BE DISPLAYED IN YOUR MARKET SPACE.**

• A Farm vendor is defined as the person who grows or makes the product and may include the producer’s immediate family, partners, and employees. Products to be sold must be approved as listed on the application. Products allowed include: Fresh produce & fruits; herbs, flowers, bedding plants, shrubs and trees; eggs, cheese, dairy products; meats and poultry; baked goods, milled products; honey, maple syrup, jams and jellies; mushrooms; juice and cider; soap. Products must have been grown or produced by the vendor on the farm certificate.

• **Products not listed on the application must be approved by the market board before selling.**

• Farm vendors will be allowed to sell items that are normally part of their product lines. Any vendor wishing to sell an item that is not in their normal product line or for which approval has not been given by FFM Board will need to seek approval by FFM board before selling. For example, a vegetable vendor cannot start selling grass feed beef or a grass feed beef vendor cannot start selling breads without board approval.

• Farmers may sell value-added products. At least one ingredient or material in any value-added good must have been grown on the producer’s farm.

• **It is mandatory that all farm vendors carry a 1 million dollar liability umbrella insurance policy that names the Franklin Farmers Market as additionally insured and submit proof of coverage to the Market Manager before selling at market.**

• All farm products sold at the market must be locally grown - an area defined as the State of Tennessee between the time zone line in the east to the Tennessee River in the west.

• The Franklin Farmers Market has a zero tolerance policy concerning resale and that any vendor found selling anything that he/she did not grow or make will be banned from the market.

• No wholesale brokers will be allowed.

• The FFM Board of Directors has the right to physically inspect crops and production areas of Farm Vendors at any time without advance notice. Acceptance in the FFM is based on quality, freshness of the product(s) and relevance to the overall diversification of the Market.

NON-FARM REGULATIONS

• Local arts and crafts produced by the vendor are permitted for sale at the Market. (New applicants please mail a few pictures with application) A jurying process is required for non-farm vendors. If considered, Applicants will be notified of the jurying process details before May 2015. New non-farm vendor selection will be made on the basis of quality, originality, and market space availability. No franchises or independent distributors are allowed.

• All non-farm vendors with sales above **$3000** are required to provide a copy their business license obtained from their county/city of origin to the Market Manager before selling at market.

• **It is mandatory that all non-farm vendors carry a 1 million dollar liability umbrella insurance policy that names the Franklin Farmers Market as additionally insured and submit proof of coverage to the Market Manager before selling at market.**
• The ratio of Farm to Non-Farm Vendors should not drop below 60:40 for the average of the Market season.

GOVERNANCE

• It is the responsibility of each vendor to abide by all state and federal regulations which govern the sampling, production, labeling, or safety of the product the vendor offers for sale at the market. Failure to comply may result in forfeiture of the vendor’s booth. If you have any questions on this matter, please speak with the FFM Market Manager, the Tennessee Department of Agriculture Regulatory Services, or the Williamson County Health Department.

• Farm products requiring licenses include:

  1. Eggs: An egg permit is not required. Cartons must be new with the name and contact information of the grower. At the market, eggs must be stored properly. **Egg vendors may only sell eggs that are held at 41 degrees F. Eggs used in a booth display are not to be sold to customers and a sign must be placed at the display reading “For Display Only”.**
  2. Meat: Must be processed in a USDA certified facility. All meat products offered for sale must have the USDA seal and be stored properly for the entirety of the market.
  3. Honey: Honey processors who produce less than 150 gallons of honey per year are not required to obtain a Regulatory Services Permit. The product must still be labeled with contact information, net weight in ounces and grams and ingredients.
  4. Cheese and Milk Products: All dairy products sold in Tennessee must be registered.
  5. Plants: Vendors selling rooted plant materials at farmers’ markets in Tennessee have to be certified by TDA before selling their nursery materials. Exceptions include tomato, squash, and eggplant starts. All bedding plants, strawberries, and herbs require a license. There are several types of nursery, greenhouse, or plant dealer applications. A description of the various applications can be obtained from TDA Division of Regulatory Services. Potential vendors must send a copy of their certificate to the FFM, as well as keep a copy at his/her booth during each market.

• Most permits and certificates can be found through the TN Dept. of Agriculture website, www.state.tn.us/agriculture/regulatory/permits.html or by calling 615-837-5137.

• Food and food products must be packaged with proper labeling.

• Food products must be held for sale at the proper temperature and environment as defined by the food or food product.

• All vendors selling products by weight must have certified scales in accordance with state law. Documentation of certified scales must be displayed in the booth. Commercial Scale Testing - For approving scales for use in commerce. Contact: Robert G. Williams - robert.williams@TN.gov - 615-837-5109.

• Proper labeling pertaining to organically grown produce and meats must be displayed. All products listed as Organic must be Certified Organic as defined by the USDA National Organic Program. If not certified organic, the use of terms such as “naturally raised” or “grown without pesticide” is allowed.

• Meat and all baked good vendors must display a TDA regulatory services current permit and copy of the most recent inspection if applicable.

• Greenhouse certificates must be on file with market management and displayed at market.

• Quality control is one of the most important factors in the FFM Market. Routine inspections may be conducted. If your product is found unfit to sell at the FFM Market, the Market Manager may ask you to discontinue sales of this item immediately. Vendors who repeatedly attempt to sell unfit items or produce may be asked to leave the Market.

• Vendors who are approved to sell food (ready to eat or consumed at market) must obtain a Permanent Food Service Permit from the Department of Health. All food must be prepared and served from a mobile food unit as defined by the Department of Health, Food Service Establishment Rule, Chapter 1200-23-1-02 (12).
MARKET DAY RULES

- The Franklin Farmers Market will be open for retail sales from 8:00 am to 1:00 pm each Saturday during the summer market season, which begins the first Saturday in May and runs through the last Saturday in October. The market hours for the winter market will be determined by the Board of Directors prior to the winter market season.
- Market Vendors will be set up 15 minutes before opening time and all vehicles MUST be parked away from the market area on the fringes of the parking lot. Each vendor is required to stop selling at the close of the market and have everything loaded for removal one hour after the close of the market. The FFM board has the authority to change the market hours at any time. The market will be held every Saturday rain or shine.
- All part time vendors are required to pay booth fees at the Market Information booth before the start of market.
- Due to the Market’s liability insurance requirements, Vendors will not begin selling until the market officially opens at 8 AM. Vendors are required to stay until the market closes even if all goods are sold. Vendors may place a “Sold Out” sign at their booth and return for booth display pick up at the end of the market. The Market Manager must approve exceptions to this policy in advance.
- The Market Manager/representative is responsible for officially opening and closing the market each day.
- Usage of, or entrance into, the market [storage] shed by any vendor will not be permitted.
- Vendors who choose to bring children to the Market are asked to ensure that the conduct of the minors is appropriate and not disruptive to customers or other vendors.
- Vendors are required to inform their workers at market of all FFM rules and regulations and make sure they abide by them.

BOOThS

- Spaces may be reserved for the entire summer season for vendors who opt for payment of full season. Refunds will not be given for weeks not attended. Specific pricing and booth location information is included in the FFM application packet.
- If vendors who purchase full season space plan to miss a particular market day or days, the vendor must notify the Market Manager in advance of the day or days. Vendors who continually miss the market without notifying the Market Manager will forfeit their rights to their booth space. No refunds of full season booth payments will be made after the start of the market season.
- Spaces [for part time daily vendors] will be assigned on a first come basis. The day rental fee will be $35 - $50 depending on type of booth rental - tent, pavilion or food truck booth. A penalty fee of $35-$50 will be assessed to day vendors who reserve a booth but do not come to the market to sell on the reserved date. The penalty fee must be paid before the vendor will be allowed back to sell at the market.
- Spaces vacated by full season vendors may be rented out to part time daily vendors at the discretion of the Market Manager. Part time vendors must RSVP to the Market Manager by Wednesday of the week they want to reserve a booth space to obtain a space assignment.
- Truck spaces are available for those with a truck or trailer display. The maximum vehicle size for the space is a one ton truck or van no longer than 28 feet. Larger vehicles need to be discussed with the Market Manager.
- If a trailer is used to display and sell goods, the towing vehicle must be disconnected and moved out of the area.
- Vendors must supply their own tables, chairs, etc. Booth space is not transferable. Nothing, including signage, will be allowed to extend outside the designated booth space dimensions.
- All displays, including umbrellas, tents, canopies and signage must be securely anchored with weights and must not extend beyond the limits of the assigned space. Anchors must not be placed into the parking lot surface.
SANITATION
- Each vendor must leave the selling area clean and in orderly condition. All refuse and unsold goods must be removed from the market area by the vendor. Vendors will be assessed a fee ($100.00 to $5,000.00) for cleanup if the market has to further clean or professionally clean a selling space. All boxes and trash from each vendor must be taken to the dumpster at the side of the parking lot.
- Vendors will not use the market provided trash cans to dispose of trash or liquids.
- All vendors must adhere to sanitary procedures for selling produce and value-added items.
- All vendors must dress appropriately. Shoes and shirts are required.
- **Vendors who provide samples and/or products that will result in waste material, such as cups, lids, spoons, etc. must provide containers for waste disposal.**
- **All Food Trucks must provide their own separate trash receptacle.**

PRICING
- Pricing of goods sold at the market is the sole responsibility of the individual vendor.
- Fraudulent, dishonest, or deceptive merchandising 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 FFM Board of Directors.

PROHIBITED
- Smoking, alcoholic beverages and firearms are not allowed in the market.
- Vendors may not bring domestic pets into the market.
- The sale of live animals is not allowed in the market.
- Only “whisper-type” generators are allowed in the market. The Market Manager will determine whether any generator is too loud for use during market hours.
- Inappropriate conduct or language towards other vendors, customers, or management of the FFM, whether in person or by electronic media, will not be tolerated and may be grounds for immediate dismissal from the Market by the FFM Board and/or the Market Manager.
- Soliciting of any kind is not allowed during market without prior approval of the Market Manager. This includes advertising for other events or businesses by anyone not associated with the FFM and distribution of information or product to vendors and/or customers. Please alert the market staff to any problems with persons visiting the market to solicit so that we may assess and deal with the situation.
- **Food trucks longer than 28 feet are not permitted at market.**
- **The Franklin Farmers Market does not condone the use of threatened or endangered materials.**

GLEANING
- Food gleaning at the end of market is established whereby groups from The “Giving Garden” and Bridges of Williamson County accept and collect donations of food and distribute to people in the community who need it.
HEALTH AND SAFETY

Emergency Medical Plan

- 1. Call 911 with the location of the victim - The Franklin Farmers Market at The Factory at Franklin, 230 Franklin Road, and Franklin Tennessee 37064 - outside open air pavilion in the parking lot of The Factory off Liberty Pike.
- 2. Have the person sit or lie where they are and immediately send someone to the Market Information Booth to alert the market staff on duty and the Market Manager. Also notify Jim Norton (Norton Family Farm) or Charlie Hatcher (Hatcher Family Dairy) who are knowledgeable, trained, medical personnel.
- 3. Market Manager will send market personnel to the victim who will provide cold water and towels to keep the person cool until emergency responders arrive.
- 4. Market Manager will go to the Liberty Pike entrance to market to alert the policeman directing traffic and to show the medical team into market and also have a Market Information Booth worker go to the Franklin Road entrance in case emergency responders come in that entrance to direct their way.
- 5. No one is to provide their name or contact information to the person in need (for liability purposes)
- 6. Emergency medical responders will evaluate the victim's condition and determine if they need to be transported to the hospital. The afflicted person will have the right to accept or refuse transport and treatment. If they refuse transport and treatment they will be asked to sign a denial of treatment by the medical personnel. No charges are incurred by the victim if they deny transport and treatment.

Threatening Weather Emergency Plan

In the event of threatening weather such as straight line winds, severe thunderstorms, tornados and flooding, vendors will vacate their booth spaces and move immediately to Liberty Hall in The Factory at Franklin for sanctuary and protection from the elements. Please note: so as not to be alarmed - severe weather sirens are tested the first Saturday of each month at 1pm in Franklin.

INSURANCE

It is mandatory that all market vendors carry a 1 million dollar liability umbrella insurance policy that names the Franklin Farmers Market as additionally insured and submit proof of coverage to the Market Manager before selling at market.
MARKET MANAGEMENT

- The Market Manager’s job is to coordinate all of the weekly activities and to implement the market’s policies. The Market Manager also acts as a conduit of information between the vendors, governing board, customers, sponsors and community partners. The Market Manager has complete authority to implement policies at the market site.

CONFLICT/COMPLAINT RESOLUTION

- Any complaints filed with the FFM Board of Directors about producers not following these rules will be investigated.
- If an infraction of these rules and regulations is noted, an oral warning will be given to the vendor in question. The second warning will be written and the infraction must be corrected by the next market attendance or the vendor will not be allowed to return to the market.
- All complaints will be investigated thoroughly by the FFM Board. If a concern, dispute, or question is noted, the vendor must notify the Franklin Farmers Market in writing to the Market Manager, or one of the board members. The Board will review the situation and will make a decision. Professional conduct is required during the complaint process. Inappropriate conduct during the complaint process (i.e., yelling, swearing, throwing items, harassing or threatening management, etc.) will not be tolerated and could result in immediate dismissal from the Market.
- All decisions are at the sole discretion of the board and will be final.
- Any vendor or customer with complaints regarding policy or implementation of policy may request a meeting with the FFM Board and will be contacted in a timely manner to schedule a meeting.
- Any matter not specifically set out in the 2015-2016 Franklin Farmers Market Rules and Regulations will be taken before the FFM Board and a decision will be made and added to the rules and regulations. Any decision made by the FFM Board will be final.
- If you have any questions or concerns you would like the FFM Board of Directors to address, please submit these in writing to: The Franklin Farmers Market, P.O. Box 682931, Franklin, TN 37068-2931.

Franklin Farmers Market Rules and Regulations are subject to change at the discretion of the board at any time.

The Franklin Farmers Market
Real Farmers. Real Food. Real Good.
THE FFM BOARD OF DIRECTORS ACCEPTS APPLICATIONS ONLY ONCE PER YEAR.
This application is for the year May 2015 through April 2016.

After the official application process has closed on March 31, 2015, the market reserves the right to admit additional vendors with unique or in-demand products at any time of year, as space allows.

2015-2016 FFM APPLICATION SUBMISSION DEADLINE IS MARCH 31, 2015

This application must be completed by newly applying & returning vendors of the market.

All new applicants must submit a non-refundable $35 application fee. (Send no fee if presently on waiting list)

Please read the Franklin Farmers Market’s official rules and regulations **BEFORE** filling out this application. All vendors are responsible for the requirements described within the rules.

☐ I certify that I have read the Franklin Farmers Market’s rules and regulations. Incomplete applications will not be considered.

**Please Note The Official FFM Vendor Location Boundaries:** Farms and businesses in the Franklin Farmers Market must be located in Tennessee. A business located within the Eastern Time Zone section of the state or that is over the Tennessee River to the west will not eligible to sell at the market. Farmers may only sell products that they have produced on their own land or land that they lease and farm themselves.

What type of vendor are you? ___ farm, ___craft, ___ prepared food, ___ Food Truck, ___other (books, etc.)  **Note:** Food Trucks must have “whisper generators” and be no longer than 28 feet.

**ALL APPLICANTS (FARM AND NON-FARM PLEASE COMPLETE):**

- Name of Business:____________________________________________________________
- Name of Business Owner:_______________________________________________________
- Mailing Address:______________________________________________________________
  State: __________________ Zip Code:___________ County:__________________________
Business Address if different from mailing address:

______________________________________________________________
State____________________ Zip Code____________________

Telephone: (Home)_________________ (Business)_________________ (Cell)_________________

Email:________________________________________________________

Website:________________________________________________________

Have you sold at the Franklin Farmers Market before? ______ If yes, please list ALL the years that you sold at the FFM: ______________

FARMS ONLY --- COMPLETE THIS SECTION:

List all locations where you farm. If the land is rented, shared or leased, please include the contact information for the land owner and a copy of the rental agreement.

- List ALL Physical Addresses of additional rented, shared or leased land farmed by you:
  ________________________________________________________________
  State____________________ Zip Code____________________
  (Use back page if needed to list all info)

- Land owner's name:____________________ Telephone: ______________

- County____________________________

- PROVIDE DETAILED DIRECTIONS FROM FRANKLIN, TN TO YOUR MAIN FARM; LEASED LAND THAT YOU FARM AND ALL OTHER FARMS REPRESENTED BY FARM CERTIFICATE(S). Please use the back of this page to do so if needed.

___________________________________________________________________________________________________________
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Farm Goods allowed for sale at the Franklin Farmers Market include:


- Fresh produce & fruits; herbs, flowers, bedding plants, shrubs and trees; eggs, cheese, dairy products; meats and poultry; baked goods, milled products; honey, maple syrup, jams and jellies; mushrooms; juice and cider; soap. Products must have been grown or produced by the vendor on the farm certificate.

- New farms submitting an application require a farm inspection by the board/management before acceptance to market.

Farm Vendors please check all products you will be selling:

Fruit ___  Vegetables ___  Herbs ___  Flowers ___  Bedding plants ___  Shrubs/trees ___
Eggs ___  Cheese ___  Dairy products ___  Meats ___  Poultry ___  Baked goods ___
Milled products ___  Honey ___  Maple syrup ___  Jams and jellies ___  Mushrooms ___
Juice/Cider ___  Soap ___

BE SPECIFIC and list below items you would like to sell during the summer/winter seasons and the number of acres allotted for each product and number of livestock if a farm vendor. During the course of the season, any vendor wishing to add an item that was not listed in their normal product line will need to seek approval from the FFM board. (For example, a produce vendor wanting to add beef and chicken to his product line.)

Total acreage of your farm: __________  Cultivated acreage of your farm: __________
Do you have a greenhouse or hoop houses/crop tunnels? _____  How many? __________?

Farm Vendors: Please list specific goods to be sold/total acres, number of livestock, projected month(s) available:

<table>
<thead>
<tr>
<th>Product</th>
<th>Total Acres or Number of livestock</th>
<th>Projected Availability</th>
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<td>List month(s)</td>
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<td>(Example: Tomatoes)</td>
<td>1 acre</td>
<td>June through September</td>
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You must include the required documents listed below with this application. Most certificates and permits can be found through the TN Dept. of Agriculture website: www.state.tn.us/agriculture/regulatory/permits.html or by calling 615-837-5137.
Check appropriate categories:

___ I plan to sell meats and/or poultry. (Include a copy of your most recent food handling permit.)

___ I plan to sell plants/nursery stock. (Include a copy of your most recent greenhouse certificate.)

** I am exempt because __________________________________________________________

If you plan to sell products under the following classifications, you must also have copies of the designated certificates:

___ I plan to sell organic products. (Include a copy of your organic certificate.)

___ My products are Certified Naturally Grown. (Include CNG certificate.)

___ My products are Animal Welfare Approved. (Include AWA certificate.)

___ My farm is Certified Humane. (Include CH certificate.)

It is mandatory that you submit information on your farm to be listed on the FFM’s on-line farmer profiles. The info will be edited and put into form by market officials, but you must provide the information for the profile. For examples of the profiles, go to www.franklinfarmersmarket.com and click on the farmer section of the website.

Do you offer CSA’s to your customers? _________ Estimated shares you will offer _________

Do you accept SNAP benefits at your market booth? _________

Non – Farm Vendors:

- Local arts and crafts are permitted for sale at market. Crafts must be made by the vendor. (New applicants please submit pictures) A jurying process is required for non-farm vendors. Selection of products will be based on quality, originality, compatibility with the market’s demographics and vendor space availability.
- Prepared foods are permitted for sale at market. Food products must be packaged with proper labeling and held for sale at the proper temperature and environment.
- Baked goods vendors must display a TDA regulatory services current permit and copy of the most recent inspection if applicable.
- Vendors who are approved to sell food (ready to eat or consumed at market) must obtain a Permanent Food Service Permit from the Department of Health. All foods must be prepared and served from a mobile food unit as defined by the Department of Health, Food Service Establishment Rule, Chapter 1200-23-1-02 (12).
- All non-farm vendors who sell more than $3000 per year are required to have a business license from their counties of origin on file with the market manager upon acceptance into the market.

Please list specific products to be sold:

(Example: Handmade, outdoor wooden furniture: benches, tables, chairs)
(Example: Gluten free muffins, cakes, pies)
It is mandatory that you submit information on your business to be listed on the FFM's on-line vendor profiles. The info will be edited and put into form by market officials, but you must provide the information for the profile. For examples of the profiles, go to www.franklinfarmersmarket.com and click on Baked Goods or Artisans section of the website.

**If you are a returning farm or non-farm vendor and wish permission to add new products, list them below:**

VENDOR BOOTH RENTAL OPTIONS:

Full Season vendors commit to the full 27 weeks of summer and/or 26 weeks of winter market paying in full by July 4, 2015 for summer fees and by December 18, 2015 for winter fees.

Part Time vendors reserve booth space week to week depending on when they are available and pay the week they attend market.

Please check one of the following options:

- IF ACCEPTED, I will participate in **SUMMER MARKET**, May 2015 thru Oct 2015:
  - As a full season vendor (27 weeks) paying full season booth rental fee____ or
  - As a part time vendor coming on those Saturdays I reserve a booth for____

Please check this option if you want to participate in Winter Market:

- IF ACCEPTED, I will participate in **WINTER MARKET**, Nov 2015 thru April 2016: As a full season or part time vendor ______

Please check this option if you would like to share a booth space:

- Some of the market vendors share booth space in order to reduce their booth rental fees. Would you be interested in sharing a booth space with another vendor? __________
Submitting an application does not guarantee you space in the market. 2015 marks the beginning of market’s 14th year and space is limited. New applicants may be placed on a waiting list for available space.

➢ To be placed on a waiting list if space is unavailable, check here ______

The FFM is open year round, rain or shine every Saturday.

FFM Summer Market runs May through October 2015 from 8am to 1pm. FFM Winter Market runs November 2015 through April 2016 from 8am-12 noon (hours subject to change).

All vendor applications are reviewed and considered by market management. All vendors must be approved on an annual basis. Market vendors must read and adhere to the 2015 Official FFM Rules & Regulations. In order to be accepted as a FFM vendor, you must “make it, bake it, raise it or grow it”. Independent distributors, wholesalers, those wanting to advertise their business without product, fundraisers and charities are not accepted at market.

Please describe how you will help promote the Franklin Farmers Market. What type of marketing program do you have in place for your products? Describe any special skill set you may offer for the market.

__________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________

Summer Market Booth Info: May through the month of October for a total of 27 Saturdays

Booth Space & Location: Full season booths/27 Saturdays may be reserved with fees ranging from $665 to $1350, depending on location and size of the space. Final space assignments are designated by the market’s Board of Directors. Vendor’s history at the market, type of product and consumer traffic flow may affect booth locations. If the full rental fee is paid by May 2nd (first day of summer season), there will be a 5% discount on the booth rental. Otherwise, booth fees are due as follows: half of the rental fee by May 2nd, 2015, the remaining half due by July 4th, 2015.

REQUIRED BOOTH DEPOSITS FOR ALL RETURNING VENDORS:

• Full Season vendors: $100 deposit per booth rented is due by March 31, 2015.
• Part time vendors: $70 deposit is due by March 31, 2015.
Booth deposit(s) will be applied to full season booth fees due or part time vendor booth fees as they become due.

Part time daily vendor space at the summer market is available on a limited basis. Booth fee is $35 to $40 per market attended and day vendors must RSVP to the market manager’s invitation email by Wednesday morning of the week they wish to obtain a space assignment. A penalty fee of $35 to $40 will be assessed to those who reserve a booth but do not come to market to sell on the reserved date. The penalty fee must be paid before the vendor will be allowed back to sell at the market.

**Winter Market Booth Info:** November 2015 through April 2016. 25 market Saturdays.

- Full season booth(s) are $690 ($27.60/day) each for the season.
- Part time daily vendor booth fee is $35 per market attended.
- A Full Season Food Truck space is $1040 ($40/day) for the season or $45 per market attended.

**Please Note:** *It is mandatory that all market vendors carry a 1 million dollar liability umbrella insurance policy that names the Franklin Farmers Market as additionally insured and submit proof of coverage to the Market Manager before selling at market.*

**Read the following affidavit and sign below:**

I have read the rules, regulations and policies of the Franklin Farmers Market and agree to abide by them. I acknowledge that the products I sell at the market must be of my own production, grown/produced at the farms location(s) listed on my application. I understand the Franklin Farmers Market has a zero tolerance policy concerning resale and that any vendor found selling anything that he/she did not grow or make will be banned from the market. I understand that if I am found to be not in compliance with any of the FFM Rules and Regulations, I will receive one warning and if I continue to violate market rules, I will be dismissed from the market for the remainder of the season(s). I acknowledge full responsibility for all of my activities in the market and for those assisting in my booth throughout the market season. Furthermore, I agree to accept the authority of the market manager/board in regards to product legitimacy, procedural and vendor conduct violations. I agree to allow inspection of my farm or my producer site (kitchens, workshops, etc.) by market management in 2015-2016 at any time during the market seasons if deemed necessary by market management.

I have read and signed the hold harmless rental agreement and I acknowledge that the Franklin Farmers Market does not carry any insurance policies to cover individual market participants and may not be held liable for injury, theft or damage.

Applicant name (please print): ________________________________

- **Required Applicant Signature:** ___________________________ Date: __________

**RETURNING FULL SEASON VENDORS:** Submit your application with **$100 per booth** non-refundable deposit by mail. The $100 deposit per booth rented is required **ONLY** for returning full season vendors. The deposit will be applied to the booth fees that are due.

**RETURNING PART TIME VENDORS:** Submit your application with $70 non-refundable deposit by mail. The deposit will be applied to your booth fees as they come due.

**NEW VENDOR APPLICANTS – DO NOT** send the $100 booth deposit fee. **Submit your application with a non-refundable $35 application fee by mail.**
Mail Application and Deposit To:

Franklin Farmers Market, P.O. Box 682931 Franklin, TN 37068-2931

Questions? Contact the Franklin Farmers Market manager at franklinfarmersmarket@yahoo.com

Franklin Farmers 2015-2016 Booth Application is subject to change at the discretion of the board at any time.
The Rules and Regulations outlined in this document supersede all previously published guidelines for the Rutherford County Farmers’ Market (RCFM). For the RCFM mission, facility details, and all other basic RCFM descriptions, see the RCFM Information sheet. All RCFM materials may be found on our website: https://extension.tennessee.edu/Rutherford/Pages/Farmers-Market.aspx In some cases, web links may be referenced in this document. If you do not have access to the internet, please ask RCFM Personnel to provide paper copies, as needed.

REGULATIONS

The RCFM provides area producers with an opportunity to sell and customers with an opportunity to buy (1) fresh, home-grown produce, (2) a variety of plants including (but not limited to) shrubs, ornamental grasses, annuals, perennials, vegetable transplants, etc., and (3) certain processed foods which meet Tennessee Department of Agriculture (TDA) and, in some cases, Federal Food and Drug Administration (FDA) guidelines and regulations.

1. VENDOR AND PRODUCT QUALIFICATION

   a. The RCFM is strictly a PRODUCER ONLY MARKET and will be open to Producer-Vendors from counties within the Middle Tennessee area. Producer-Vendors are only allowed to sell produce and select other agricultural products that the Producer-Vendor personally and physically helped to produce. The sale of any products not grown or produced by the vendor, the reselling of goods, or the sale of goods that have been obtained by trading or bartering is strictly prohibited and is grounds for dismissal from the market. All products must be raised in Middle Tennessee. To ensure compliance with established market guidelines, periodic visits may be scheduled to the kitchens, farms, or gardens of those selling at the RCFM.

   b. To participate in the RCFM, all vendors must apply using the RCFM Producer Application & Certification Form and meet any local, state, and/or federal permit requirements relative to the items they offer for sale. Copies of such permits must be kept on file with the RCFM. Only items listed in your completed application can be sold at the RCFM. Items not listed will be allowed for sale only with the RCFM Manager’s advanced approval. If business is a partnership, all members of partnership must sign the RCFM Producer Application & Certification Form representing the business.

   c. All growers of fruits and vegetables must provide farm map(s) identifying locations of crops and directions to the farm and other establishments. Note address on each map and or identifying landmarks (roads, buildings, etc.). Maps must be submitted with all other application materials.

   d. All producer-vendors must complete a Farm Self-Help Form regarding food safety practices at each farm/facility. This is a self-evaluation form and is not intended to scold. We hope that your honest answers may help you to identify potential improvements that could increase the safety of your products and reduce your risk.

   e. The RCFM accepts credit, debit, and EBT payments on behalf of all Producer-Vendors. As EBT funds may only be used to purchase certain items, each vendor must complete a brief training session and sign a cooperating agreement form to participate. All who wish to sell at the RCFM will be required to accept these tokens for appropriate items.

   f. All parties participating in a legitimate partnership must complete a RCFM Partnership Form. Signatures of all partners must be notarized. Brokerage partnerships will not be allowed in the RCFM. All parties must physically be involved in growing product, i.e., partnership cannot be purely financial in nature.

   g. Representatives at each market booth must be the original producer of the item sold or be employed by the producer.
2. PRODUCT AND SALES REGULATIONS

a. Producer-Vendors must abide by and all products must comply with all applicable federal, state, and local regulations. **Any licenses or permits required for any of the products sold must be current and be displayed prominently in each vendor’s booth during all markets.** Permits should be viewable by customers and without obstructions. Producer-Vendors will NOT be allowed to sell without the necessary permits displayed in such a manner. It is the responsibility of the vendor to provide copies of such permits and/or licenses along with their Producer Certification Form to Market Management before being allowed to sell at the RCFM. A copy of the most current permit(s) along with a copy of the most recent TDA inspection must be provided in order to sell processed foods at the RCFM.

b. The TN Department of Agriculture’s Farmers Market Compliance Guide can be found here: [http://www.tn.gov/agriculture/marketing/FarmersMarketpdfs/10047Complete-RulesforFoodSoldatFarmersMarkets.pdf](http://www.tn.gov/agriculture/marketing/FarmersMarketpdfs/10047Complete-RulesforFoodSoldatFarmersMarkets.pdf) Hardcopies of this guide are also available.

c. Vendors who sell processed foods must obtain a Food Manufacturing permit from TDA. Vendors should contact TDA for specific information about either Domestic or Commercial Kitchen regulations. Federal Product Process Registration(s) may be required for acidified foods.

d. Fresh poultry eggs may be sold at the RCFM without a TDA permit; however, all egg vendors must abide by the best management practices described at [https://ag.tennessee.edu/cpa/InformationSheets/cpa188.pdf](https://ag.tennessee.edu/cpa/InformationSheets/cpa188.pdf). In addition, eggs must be sold in new containers and labeled with producer contact information.

e. Vendors selling meat or other animal-derived products from their farms must comply with TDA guidelines and regulations. Vendors should contact TDA for specific information about selling these products.

f. Selling processed raw fruits or vegetables without an appropriate TDA Food Manufacturer’s license and following licensed procedures is prohibited. Examples of such products include, but are not limited to: shelled fresh beans and peas; shucked or trimmed corn; sliced fruits or vegetables; halved melons; etc. Contact TDA for more information.

g. Vendors who sell non-vegetable plants (including herbs, house plants, and landscape plants) must comply with TDA guidelines and regulations. Vendors should contact TDA for more information regarding such permitting.

h. Producers of Certified Organic items must have a copy of their National Organic Program Certification on file with the market manager as well as on display when selling at market. Only certified organic growers may display signs using the term “Certified Organic.”

i. All produce sold in the Market will be sold by legal weights and measures. Vendors are responsible for having their scales certified for compliance annually and should contact TDA for more information.

j. Offering samples is encouraged; however, all samples offered by vendors must meet the following criteria:

   (a) Samples must be stored in rigid, covered containers until serving and should be kept cool. Ice is available from the onsite kitchen.

   (b) All samples must be pre-cut **away from sales booths** using clean cutting utensils. Vendors may prepare samples before arriving at the market or use the onsite kitchen to wash and prepare samples of fresh fruits and vegetables.

   (c) All samples of processed foods must be prepared in a licensed kitchen facility.

   (d) Foods that require cold holding refrigeration must be kept at 41°F or below.

   (e) All samples must be held and dispensed under clean and sanitary conditions (i.e., toothpicks provided for sampling).

k. It is the responsibility of every vendor to know if they are required to collect and remit Tennessee Sales Tax. The Tennessee State Sales and Use Tax guide can be found at: [http://tennessee.gov/revenue/taxguides/salesanduse.pdf](http://tennessee.gov/revenue/taxguides/salesanduse.pdf). A recent publication entitled *Sales Tax in Tennessee on the Purchase and Sale of Farm Products* may be found at: [https://utextension.tennessee.edu/publications/Documents/PB1806.pdf](https://utextension.tennessee.edu/publications/Documents/PB1806.pdf).
3. **SALES SPACE AND PARKING**

a. “Season” vendors may reserve a sale space for the 2015 season (May-October) by paying $350. This includes a $275 sales space fee and an additional $75 fee for RCFM promotion and resource support. All RCFM fees are non-refundable (even if a vendor decides to give up the reserved space, stops participating in the market prior to the end of a market season, or forfeits reserved space due to repeated violation of any or part(s) of the RCFM Rules and Regulations), non-transferable, and reserved space fees will not be pro-rated during the season. There will be a $25 processing fee for any check which is returned to the Rutherford County Finance Department for insufficient funds.

b. Market Management reserves the right, at any point, but especially early and late in the season, to temporarily relocate season vendors in the interest of overall market health.

c. After submitting all necessary paperwork and paying the annual fees, vendors wishing to reserve a space for the season will have their names randomly drawn for an ordered selection of reserved sale spaces. A vendor’s attendance to the previous season’s market will affect their position in the season booth drawing. Those that attended 75% or more of the total market days (38 or more out of 51 in 2014) will draw for their booths first.

d. If season vendor is absent from the RCFM for more than three consecutive market days without notifying Market Management, reserved space and booth fee may be forfeited for remainder of calendar season.

e. “Daily” vendors (i.e., those who do not want a reserved sale space) will pay $10 per day at the market. This includes a $5 sales space fee and an additional $5 fee for RCFM promotion and resource support. Daily spaces are rented on a first-come, first-served basis and may not be reserved in advance. There will be a $25 processing fee for any check which is returned to the Rutherford County Finance Department for insufficient funds.

f. Priority use for wall sale spaces with parking space directly behind booth will be given to vendors with large quantities of produce, plants, or a combination of items which warrant restocking of product during the market. Any deviation to this policy must be approved by Market Management on a case-by-case basis.

g. From June 1 through September 14, only one vendor sale space will be allowed per individual, household, or partnership. During the month of May and from September 15 through the end of the season, a vendor may rent up to two adjacent spaces if all of the following conditions are met: 1) They have sufficient product to make two booths appear “full” 2) If their use of two booths does not conflict with the reserved booth of an adjacent season vendor and 3) If the vendor has obtained the Market Manager’s prior approval. Vendors will neither set-up nor sell market items outside the Community Center without permission from Market Management.

h. Vendors utilizing booths along the building’s perimeter will have one designated parking space. Vendors with booth spaces located in the center of the market may use parking spaces close to the building, if available, to load/unload their products and displays; however, their vehicle(s) should be moved to the outer parking lot prior to the official market opening at 7am. All vendors should work together to ensure that their neighbors can load and unload with relative ease.

i. Vendors with booth space along perimeter of building should take care that their vehicle does not extend beyond their parking space during market sale hours. Trailers should be disconnected from vehicle and left in parking space, parking primary vehicle in the outer parking lot. No parking is allowed along driveway paths.

4. **PRODUCER-VENDOR CONDUCT AND ADDITIONAL RESPONSIBILITIES**

a. On market days, the Community Center doors will open at 5:00 am, and sales will officially begin at 7:00 am.

b. Reserved Season spaces must be occupied by 7:00 am. When the market officially opens at 7:00 am, unoccupied spaces may be rented to day vendors unless the Market Management has been notified of a late arrival time due to an emergency or unforeseen incident (e.g., flat tire, dead battery, etc.).

c. All Vendors must clearly display signs that show the name of their farm/business, products, and prices.

d. Each vendor will be responsible for the quality of his/her own product and is free to establish his/her own sales price. However, obvious price wars between competing vendors will not be tolerated.

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**THE RUTHERFORD COUNTY FARMERS’ MARKET IS A PRODUCER ONLY MARKET**
e. No hawking is allowed in the market. This includes any disruptive behavior or other aggressive activities conducted for the purpose of drawing customers or attracting attention to one specific booth.

f. All rubbish, discarded produce, and trash must be cleaned from both the vendor’s sale and parking space prior to departure. The trash cans in the community center are provided for incidental refuse (paper towels, drink containers, etc.) and are not to be used for produce. Vendors may dispose of unwanted produce in the dumpster located behind the Community Center or offer it to the charity gleaning organization present at the market on Fridays.

g. The RCFM closes at 12 noon. Vendors are required to stay until the market closes except in such cases when all products have been sold. Should this occur, the vendor must notify the Market Manager and be able to demonstrate that this is true. The Market Manager must approve exceptions to this policy in advance. Vendors should stop making sales at noon, load any remaining sale items, clean their assigned sale and parking space, and be ready to clear the area no later than 1:00 pm.

h. Should the interior thermostat drop below 60 degrees Fahrenheit, Producer-Vendors will be required to shut all garage doors during market sale hours. In this situation, garage doors may be opened in order to restock, but must be promptly closed in order to retain heat. This is intended to improve the market environment for both customers and vendors alike.

i. All RCFM Producer-Vendors must report their daily gross receipts. This information regarding sales of individual vendors will be treated in a strictly confidential manner and will not be shared with any other market vendors, Extension offices, or other governmental agencies. Receipt slips will be given to each vendor and should be dropped in the metal box on the office door at the end of each market day. Producers who choose not to report this information will have the limited opportunity to pay the market $50 for each unreported market day. However, this alternative will only be allowed a maximum of four times during each calendar year, after which time a vendor must either report after each day of sales or choose to not set up at the RCFM for the remainder of the season. Refusal to either pay the waiver or submit gross sales totals will result in exclusion from the market as a vendor for the remainder of the season.

5. COMMUNITY CENTER REGULATIONS

a. Neither Rutherford County Extension nor anyone associated with supervision and/or management of the market operation will assume any liability resulting from accident, injury, or theft. Items which are lost, stolen, or damaged will not be the responsibility of Extension or those associated with operation of the market. Being procured and built with public funds, the Lane Agri-Park Community Center is subject to all laws, rules, and regulations governing public property. The following, among other things, must be adhered to:

- Under no circumstances will alcoholic beverages be permitted on the premises.
- Smoking or use of tobacco products is not allowed inside the premises or within 25 feet of the Community Center. Vendors may smoke in the parking lot as long as they are, at minimum, one parking space length away from the building and should dispose of cigarette butts in either of the two butt receptacles located by both the front and rear community center entrances.
- Firearms or weapons of any kind are not permitted on the premises.
- Unattended children are prohibited from the market.
- No animals will be allowed inside the building except for service animals.

Contact Information

Market Coordinator & Extension Agent: Janie Becker
Email: jbecker8@utk.edu
Market website: https://extension.tennessee.edu/Rutherford/Pages/Farmers-Market.aspx
Phone: 615-898-7710 Fax: 615-898-7999
Address: UT-TSU Extension of Rutherford County
315 John R. Rice Blvd., Suite 101
Murfreesboro, TN 37129-4105
The UT Farmers Market (UTFM) is open every Wednesday from 4-7pm. Set up may begin two hours before opening. Vendors are required to remain open for the entire market, or until their products sell out.

No resale is allowed by any vendor at the UTFM. If you did not make it, grow it or produce it, you cannot sell it at the UTFM. Occasionally collaborative efforts may be accepted with prior approval from the UTFM. Vendors may only sell products approved through this application. Additional products can be added with prior approval during the season.

Community Supported Agriculture (CSA) deliveries are allowed as long as the vendor also will be selling product at each market to the general public as well.

Farm & Prepared Foods Requirements & Regulatory Information

Farm products include, but are not limited to: produce, plants, eggs, honey, meat, cheese, milk, decorative gourds, herbs, animal fibers and cut flowers. Farm vendors cannot change food from its original state without approval from the Tennessee Dept. of Agriculture (TDA) Regulatory Services. This includes jams and jellies, shelled beans or sliced watermelon. Baked goods & value added products are considered a “Prepared Food” and require permitting by the TDA. Foods prepared on-site, such as concessions, are under the regulatory authority of the Tennessee Dept. of Health.

Farms may be subject to a farm inspection before being accepted into the UTFM.

Farm products requiring licenses include:

Eggs: A permit is required for all vendors selling eggs in Tennessee. Cartons must be labeled the name and contact information of the grower. At the market, eggs must be stored properly.

Meat: Must be processed in a USDA certified facility. All meat products offered for sale must have the USDA seal and be stored properly for the entirety of the market.

Honey: Honey processors who produce less than 150 gallons of honey per year are not required to obtain a Regulatory Services Permit. The product must still be labeled with contact information, net weight in ounces and grams and ingredients.

Cheese and Milk Products: All dairy products sold in Tennessee must be registered.

Plants: Vendors selling rooted plant materials at farmers’ markets in Tennessee have to be certified by TDA before selling their nursery materials. Exceptions include tomato, squash & eggplant starts. All bedding plants, strawberries and herbs require a license. There are several types of nursery, greenhouse or plant dealer applications. A description of the various applications can be obtained from TDA Division of Regulatory Services. Potential vendors must send a copy of their certificate to the UTFM, as well as keep a copy at his/her booth during each market.

Prepared Foods: All prepared foods must be sold in compliance with TN Dept. of Agriculture and Knox County Health Dept. regulations. All packaged foods must be labeled with vendor contact information, ingredients and net weight. The UTFM must have a current regulatory inspection sheet and current license on file. Include a copy of each with this application. The vendor must also have a copy of each license at his/her booth on market days. All food must be stored properly while at the UTFM.

For information about the domestic kitchen certification & food manufacturing requirements, please contact the TN Dept. of Agriculture at 615-837-5193. Domestic kitchen guidelines can be found at: www.utextension.utk.edu/publications/pbfiles/pb1710.pdf.
Food prepared on site must be stored in an inspected facility prior to coming to the UTFM. Preparing food on site may require inspection by the Knox County Health Dept. of the vendor’s booth. These concession-style foods will be reviewed on a case by case basis and will be very limited at the UTFM. Only concessions that support local growers and/or sustainable farming will be accepted. This does not apply to artisanal products such as breads or packaged grocery items.

Most permits and certificates can be found through the TN Dept. of Agriculture website, www.state.tn.us/agriculture/regulatory/permissions.html or by calling 615-837-5137.

In accordance with health department regulations, all food should be displayed off the ground. This includes baskets of produce and coolers containing food to sell.

The UTFM does not allow the sale of potentially dangerous foods, such as poke weed, rhubarb leaves or questionable mushrooms.

The UTFM strives to be as environmentally responsible as possible, and therefore does not allow the use of styrofoam packaging. The UTFM strongly recommends using recyclable or compostable materials for all packaging. Recycling bins are available at each UTFM.

All vendors selling products by weight must have certified scales in accordance with state law. Commercial Scale Testing: Contact Robert G. Williams, robert.williams@tn.gov (615) 837-5109.

Market Rules and Regulations

1. The UTFM will assign a booth space of 10’ x 10’. Booth assignments are given at each market. Vendors are not allowed to use more than the allotted booth space, which includes placing signage in aisles and displays outside the 10’ x 10’ area. The Market Manager has the right to ask for signage or displays to be rearranged if it is blocking another vendor or traffic flow.

2. Space Rate will be $5 per market, due during each market. Vendors are encouraged to reserve their spaces early. Preference for booth assignments will be given in order of seniority and for diversity of product.

3. The UTFM is held rain or shine. Cancellations for a reserved market must be made 24 hours in advance of the market or as soon as possible by email or phone. The UTFM understands that emergencies do happen and will be considerate to any last minute emergencies, but will not tolerate abuse of this policy.

4. All necessary equipment and displays must be provided by the vendor. The UTFM will not provide chairs, booths, tents or tables. Tents must be safely secured from set up to tear down with weights. No equipment may be staked. Any tents, canopies or equipment determined to be unsafe will not be allowed.

5. Electricity is available for only a few booths. If you need electricity, indicate this on the application. Extension cords will be required and may not be stretched across walkways. An additional fee may apply.

6. Each vendor is responsible for maintaining his/her area in a clean, neat manner throughout the day and cleaning the area before departing at the end of the day. This means picking up all debris from craft demonstrations, paper, cigarettes, etc.

7. Vendors assume all responsibility for any losses of property or money from the market site. Booths should never be left unattended.

8. The UTFM does not condone the use of threatened or endangered materials.

9. The sale of alcohol or tobacco products is prohibited.
10. Vendors must clearly post prices on all products being sold. Vendors are responsible for all their own applicable sales tax.

11. All vendors are expected to be open and ready for business by opening time. **Vendors are not allowed to sell before the opening time.** Continued tardiness or no shows will result in forfeiture of the vendor’s assigned space. Detailed guidelines for set up and breakdown will be sent to vendors upon acceptance. Driving within the market boundaries will be kept to a minimum. Vendors should be completely packed up and ready to load their vehicles before driving to their spaces to leave.

12. No outside amplified music is allowed.

13. In the interest of the health and cleanliness of the UTFM, smoking or tobacco use is not allowed in vendor stalls or where food is displayed. Vendors are not allowed to bring animals of any kind, including dogs.

14. Advertising for other events or businesses during the market is not allowed without prior approval of the Market Manager. This includes anyone not associated with the UTFM passing out flyers to vendors and/or customers. Please alert the market staff to any problems with persons visiting the market so that we may assess and deal with the situation.

15. Vendors are not allowed to give away food at their booth other than approved samples of the vendor’s products. No candy should be given away at booths.

16. Vendors are responsible for carrying their own liability insurance for product in the amount they deem appropriate.

17. Complaints should be submitted in writing to the Market Manager and should be specific in nature. Allegations of resale by another vendor will be taken seriously and investigated through business/farm/studio inspection and questions regarding the manner in which the product is produced.

18. Professional conduct is expected. Any yelling, swearing or threatening customers, vendors or staff will not be tolerated. This includes in person or by electronic media. This type of behavior will result in expulsion from the UTFM.

Enforcement of these guidelines is the responsibility of the Market Manager. Vendors should report any suspected offences to the manager. Any vendor found not in compliance with any of the above rules will receive one warning. If the vendor still does not comply, he/she will be asked to leave the market for the remainder of the season. The UT Farmers Market has a zero tolerance policy concerning resale. Any vendor found selling anything he/she did not make will be banned from the market for the remainder of the season. For questions, call Fiona McAnally 865-806-1557 or email fmcanall@utk.edu.
UT Farmers Market
@ UT Gardens
2012

Farm & Prepared Foods Application

Name ____________________________
(Individual or Business and Owner)

Address where products are grown/made: ____________________________

City ____________________________ State ______ Zip ________

Phone Number: ___________________ Email __________________________
Note: email is our primary way of contacting vendors. We do not give out any contact information not readily available to the public by a website without prior consent.

Mailing Address (if different than above) ____________________________

City ____________________________ State ______ Zip ________

Website, if available: __________________________

Please list all items to be sold, including all produce to be grown: (attach sheet or use back if needed)

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

During which months do you plan on participating? ____________________________

How often do you plan on participating, i.e. once a month, every market?

Will you require a vehicle space (circle one)?  Yes  No
If yes, describe the vehicle and measurements. ____________________________

I have read and understand the requirements & rules of the UT Farmers Market. I certify that the goods I will bring to sell are grown by me or within the business that I own. I understand that University of Tennessee may use my name for advertising purposes.

Signature(s) ____________________________ Date ____________________________

Please return this application and any required permits to the following address. Provide directions to your farm or kitchen on the back of this application.

Do not send booth fees at this time.
UT Farmers Market
Dept. of Plant Sciences, UT
252 Ellington Plant Sciences Bldg.
2431 Joe Johnson Drive
Knoxville, TN 37996-4561

For questions, call Fiona McAnally 865-806-1557 or email fmcanall@utk.edu
UT Farmers Market  
@ UT Gardens  
2012

Participation Agreement

I hereby acknowledge receipt of and agree to abide by the UT Farmers Market (UTFM) Rules and Regulations as outlined in the application.

I/We hereby agree, as a vendor at the UT Farmers Market, that I/we will indemnify and hold harmless the sponsors of the market site, the University of Tennessee, their agents and employees, from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with my/our use or occupancy as a vendor at the UT Farmers Market.

I hereby agree and understand that the participation of my farm/business is on an annual basis and the renewal of my selling privileges is based upon the following factors: consistent reserved attendance, quality of products, adherence to the market rules and regulations, cooperation with the market manager, and adherence to the State of Tennessee Health Dept. regulations.

I hereby declare that I have the authority to sign this acknowledgement/agreement as the participant or the participant’s representative. By signing this acknowledgement/agreement, I acknowledge that a representative of UTFM is hereby given permission to visit the location(s) where my product(s) is/are produced and/or stored to verify compliance with the UTFM Market Rules and Regulations and the State of Tennessee’s regulations.

_______________________________________________________
Signature       Date

_______________________________________________________
Print Name