

# **COTTON MILL FARMERS' MARKET, Inc.**

## **Market Standards**

### **Mission Statement**

Cotton Mill Farmers' Market, Inc. will foster land stewardship, good health, and community interaction by creating an outlet for local small farmers and vendors to market locally produced products directly to the consumer. The Market will provide a foundation for building partnerships among farmers, agriculturists, consumers, and the business community.

### **Promotion**

The image of the Market will be promoted as a place for social interaction and as a source for locally produced agricultural and other products. Among the other aspects of the Market to be emphasized are the cultural and economic importance of supporting local farmers and the nutritional benefits of eating fresh foods.

### **Region**

Participating vendors must be in the local region, specifically Carroll County, Georgia and adjacent counties including Haralson, Paulding, Douglas, South Fulton, Coweta, and Heard counties in Georgia and Randolph and Cleburne counties in Alabama, OR within a 50-mile radius of downtown Carrollton. Any vendor outside this region will be considered on a case-by-case basis by a vote of the Board of the Market.

### **Dates and Hours of Operation**

Cotton Mill Farmers' Market, Inc. (also known in this document as Market) operates on Saturdays. We are located at 609 Dixie Street Carrollton, Ga. 30117. The market operates year around. From April through September the hours of operation are 8:00 a.m. until 11:00 a.m. October through March the hours of operation are 9:00am until 11.00 am. These hours may be modified by vote of the Market Board. As with other outdoor markets, there is no alternative location for inclement weather. The Market Day Manager may cancel market if the weather is deemed dangerous.

### **Who Can be a Vendor**

Vendors are all persons who actually produce the fruits, vegetables, plants, herbs, flowers, eggs, baked goods, jellies, jams, honey, meats, arts, crafts and/or other approved products that they intend to sell at the Market.

Also:

1. All vendors must be approved members in good standing of the Cotton Mill Farmers' Market, Inc. All vendors must sign a Vendor Application for the current year and pay their fees for the current year.
2. Georgia law requires that all vendors must have all required health department, Georgia Department of Agriculture, USDA, and any other applicable Federal, State, or Local licenses.
3. All produce and products must be grown and/or produced by Market members.
4. Vendors may share booth space and vendors may sell items or goods produced by another member with the following conditions: produce must be labeled at the stand and the grower identified; the host vendor must produce at least 50% of the items for sale; and the vendor will pay a higher fee for a shared booth. No more than 3 vendors may have their products sold from the same booth.
5. Non-farm crafts and value-added food products, produced by a Market member, may also be sold with MB approval. Farmers who produce value-added and craft items will receive preference over non-farmer artisans in selling these items at the Market, dependent on market needs.
6. Value added products - jams, jellies, salsas, hot sauces and similar products must have at least one major ingredient grown by the vendor (e.g., grow the muscadines in muscadine jelly) unless approved by the MB. Baked goods are exempt from this rule. However, the MB must give approval for baked goods.

### **What Can Be Sold**

The Market is operated by and for its members, who are the original producers of the items being sold. It is designed to support local, small-scale farmers and gardeners with extra produce by providing a marketing opportunity for their produce and farm-related items. Booths are to reflect this goal. Any crafted items are to be made primarily from what the seller's land has produced, second hand and flea market type items are not allowed. No produce or other items of any kind may be purchased from another source by a member to be resold "as is". The producers themselves, their family members or farm/garden workers are expected to be present at the market to sell their items.

Approved products include:

1. Any meats raised on farm and any vegetable, flower, sprouts, or herbs grown by the member from seed, sets, or seedlings.
2. Any fruits, nuts, or berries grown by the member from trees, bushes, or vines on the vendors property.
- 2.5 It is not necessary to list each species of fruit or vegetable you plan to sell on your application.
3. Any plant grown by the member from seed, seedling, cuttings, or division bulbs and seeds propagated by the member.
4. Eggs produced by the member's poultry. All egg vendors must have a Ga. Dept. of Ag. Candler's License.
5. Honey produced by the member's bees.
6. Fresh baked goods made by the member. All baked goods must be wrapped and labeled with ingredients and be made in a USDA or Ga. Dept. of Ag. approved kitchen following all applicable federal, state, and local rules and regulations.
7. Value-added agricultural products such as dried tomatoes, jams, sauces, pastas, chickens, meat, honey, eggs, etc. must be labeled with ingredients listed and be made in a USDA or Ga. Dept. of Ag. approved kitchen and follow all applicable federal, state, and local rules and regulations. This includes Cottage Food Products made by a Cottage Food Operator registered with the Ga. Dept. Of Ag. Meat products must be processed in a USDA or Ga. Dept. of Ag. inspected facility and follow all applicable federal, state, and local rules and regulations.
8. Plant and animal products grown and crafted by the member (wreaths, garlic braids, herbal salves, dried fruits).
9. Booths for taking orders for animal or animal products.
10. Indigenous wild craftings made by the member (bark baskets, kudzu products, bittersweet,) and gathered on the member's property or where the member has permission.
11. Wool from member's animals
12. All on site and consumable prepared food items must meet all applicable state and local health department regulations. Vendors must submit a copy of all inspection forms, business licenses (if required by their county) and other documents with their yearly membership application. All such forms, licenses, and other documents must be available for inspection at any time by the Market Manager or any other appropriate MB representative.
13. Craft items. Each vendor's items will be juried at the discretion of the Market Board on a case-by-case basis. Arts and Craft vendors cannot make up more than 25% of the vendor population at Market on any given market day. Preference is given to crafts that are food or farm related; and contain an ingredient that was produced, raised, and/or harvested by the vendor. Approved farm products vendors who also sell crafts are limited to 25% of total products as crafts to maintain status as farm products vendor.
14. Such other products as may be approved by the MB

All products must be raised, harvested, prepared for resale, packaged, and displayed in accordance with proper local, state, and federal regulations. Vendors must submit a copy of all inspection forms, licenses, business licenses (if required by their county) and other documents with their yearly membership application. All such forms, licenses, and other documents must be available for inspection at any time by the Market Manager or any other appropriate MB representative.

In order to ensure an appropriate market mix, vendors are permitted to sell only the items that the MB approves for them to sell. Vendors who want to introduce new products after their application is approved must contact the Market Day Manager before doing so.

#### **Fees and Reservations**

All fees are to go to the promotion of the Market and payment of any applicable expenses including, but not limited to Market Day Manager salary, public relations, advertising, market supplies, market fixtures, and customary business expenses. The budget and financial statements are open to all Market members.

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| 1. Annual application fee  | \$20.00 each year |
| 2. Summer weekly booth fee: farmers, artisans,<br>and non-farmer value added vendors                   | <b>\$20.00</b>    |
| 3. Summer weekly shared booth fee: booths where products from<br>2 or more individual vendors are sold | <b>\$30.00</b>    |
| 4. Winter weekly booth fee: farmers, artisans,   | <b>\$10.00</b>    |

- and non-farmer value added vendors
5. Winter weekly shared booth fee: booths where products from 2 or more individual vendors are sold **\$15.00**

Vendors may rent a double booth by paying double their regular booth fee. It is the responsibility of the vendor to get payment of their own weekly fees to the Market Day Manager or appropriate MB member. Fees must be paid each market day. If fees are not paid in a timely manner, vendors may not reserve a booth for following weeks until all fees are paid.

All vendors are independent entities and as such are responsible for paying all applicable taxes and/or Federal, State, or Local fees. Check the local, State, and other applicable regulations and see how they apply to you.

### **Reservations and Booth Assignments**

1. Each booth space is 10'x10' (subject to the Market Manager's modification). Vendor's tent and display must stay within the allotted space.
2. Vendors may not spill into another's space without that vendor's and the Market Manager's permission.
3. Week-to-week **booth reservations are to be made by contacting the Market Day Manager**. Reservations must be made by midnight on Thursday before the market. Vendors are encouraged to post information on their attendance and offerings on the market Facebook page.
4. Yearly booth reservations are available to vendors willing to commit to attending 75% or more of markets. Yearly reservations are subject to MB assignment based upon seniority and market needs. Seniority is determined by previous years of attendance. Ties will be broken by total market attendance. Ties from this will be broken by lottery. Vendors with yearly reservations may cancel their reservation for the subsequent market by midnight on Wednesday.
5. Vendors who show up for market without reserving a space may be assigned a space at the discretion of the Market Day Manager.

### **Absence Penalty**

The strength of any farmers' market is the presence of a plentiful number of vendors with a diversity of products. When you sell at the market, you are operating as a small business. As with any business, your customers must be able to count on your regular presence. Similarly, for this market to be a success, and for your business to be a success, you must be able to count on the regular attendance of other vendors and they must be able to count on you. Continuity and reliability are critical! For this reason, an absence penalty of **\$20.00** may be assessed to any vendor who has a reservation and does not show up at market on Saturday. Exceptions to this rule are illness, accidents, family or crop crisis, and other instances deemed to be a legitimate emergency by the Market Day Manager.

### **Setup and Parking**

1. Vendors must be on site to set up by 30 minutes before Market starts to maintain their reservation.
2. All vehicles must be parked behind the vendor's booth or at the discretion of the Market Day Manager.
3. Vendors are independent entities and as such are liable for all applicable insurance.
4. Vendors must clearly display all applicable licenses.
5. Vendors are responsible for their own display, tables, umbrellas, tents, and money. Each vendor is responsible for keeping its booth space clean, and to tidy up before leaving. Vendors must remove all trash and dispose of it properly. Vendors may not use public trash receptacles for market trash.
6. Vendors must secure their own tent, tarp, and other equipment so that it will remain stationary in case of windy or inclement weather, and not pose a risk to human safety.
7. Vendors must post prices for all items. All products must be clearly labeled and in compliance with any Federal, State, or local regulations or requirements.
8. Vendors are encouraged to present their product in the best light and offer high quality fresh produce.
9. Vendors selling by the pound must use a scale certified by the Georgia Dept. of Agriculture. (404-656-3605)
10. Vendors, their employees, and associates shall dress and act in a professional manner with customers, vendors, and staff. Any disputes of such will be addressed by the MB.

11. The Market Day Manager or MB has the right to require a vendor to change his or her display if it is deemed to present a safety risk or otherwise does not comply with market rules.
12. Vendors must keep their displays up until the end of market. All displays and vehicles must be removed from the market lot by no later than 1 hour after Market closes.

### **Farm Inspection**

The Cotton Mill Farmers' Market, Inc. Board reserves the right to visit any Member's farm or place of production at any time; such inspections may or may not be announced. The primary purpose will be to determine whether the Member is in fact producing all he or she is selling at the market in the manner claimed in the application and as indicated by booth signage. This may be necessary if the origin of the produce or vendors' products are in question.

### **Compliance with Market Standards**

Compliance will be the responsibility of the Market Board via the Market Day Manager. After giving the vendor an opportunity to be heard, the MB or Market Day Manager will determine whether there has been a violation. If the MB or Market Manager determines that there has been a violation, the MB will take whatever action it, in its sole discretion, deems appropriate and just. The MB retains the right to limit or revoke any vendor's membership in the Cotton Mill Farmer's Market.

The following items are prohibited: drugs, firearms, alcoholic beverages (except those for legal sale), unleashed pets, inappropriate dress and smoking or vaping.

### **Hold Harmless Clause and Insurance**

All authorized vendors participating in Cotton Mill Farmers' Market, Inc. are independent operators and not partners or joint ventures and shall be individually and severally liable for any loss, personal injury, deaths, and /or any other damages that may occur as a result of the vendor's negligence or that of its employees, agents, and associates. All vendors are required to sign the Hold Harmless Clause included in the Market application. All vendors agree to indemnify and save Cotton Mill Farmers' Market, Inc., owners of 609 Dixie Street, Tanner Health System, Mainstreet Carrollton, the City of Carrollton, and Carroll County harmless from any loss, costs, damages, and other expenses including attorneys' fees, suffered or incurred by Cotton Mill Farmers' Market, Inc. Because no insurance is provided at Cotton Mill Farmers' Market, Inc. concerning vendors, **each vendor must carry his or her own personal and product liability insurance. All vendors must show proof that this insurance is at least \$1 million per occurrence/\$2 million aggregate that covers them at farmers markets. Furthermore, vehicle liability insurance is required to cover any damage caused to persons or property by a vendor's vehicle.**

### **Vendor / Customer Conflicts**

Any conflict, or potential conflict, which may arise between a vendor and a customer must be brought to the attention of the Market Manager for mediation, and should further action need be taken, to the Market Executive Board.

### **Market Day Manager**

The Market Day Manager is responsible for running the Market. All disputes are to be brought to his or her attention. The Market Day Manager will enforce all rules and perform duties as defined by the MB. The Market Day Manager will be hired by the Market Board and answer only to it.

### **Market Board**

The Market Board has ultimate discretion with respect to all matters concerning the Market.

### **Guest Vendors**

Guest vendors may be invited to the market to participate as guests for special events or some other limited purpose. Guest Vendor participation must be approved by the MB prior to participation. Guest Vendors are exempt from the membership requirement and may have booth fees waived.

### **Chefs**

On days of Chef Demonstrations, the chef will be walked through the market to meet the farmers. Please offer the

chef anything he or she wants for the cooking demonstration. Generosity pays off with the chef usually recognizing the farmer who donated the items used. The chef is not paid for his or her time and our hospitality in exchange for this free service is crucial. Any vendor wanting to sell at a featured restaurant is asked to wait until after the demo is completed to speak to the chef in this regard.

#### **Special Events**

From time to time the MB may sponsor special events (i.e., Live Music, Holiday Celebrations, Festivals, etc.). Vendors are asked to accommodate and support these events, as they benefit the entire Market.

#### **Modifications**

Any modifications of the rules and regulations governing the Market must be approved by a Market Board vote basis, unless required by a public authority or applicable law.