



Vendor Policies & Procedures

The Brookhaven Farmers Market is governed by a Board of Directors and managed by the Executive Director.

- **Board of Directors:** The Board of Directors as the governing body of the Brookhaven Farmers Market (the “Market”) has final authority and say regarding all Market matters. The Board of Directors reserves the right to deny a vendor’s application, to prohibit anyone from selling at the market, or to prohibit any product from being sold at the market.
- **Executive Director:** The Executive Director is a representative of the Board of Directors, vendor liaison, main point of contact and onsite manager for all vendors. The Executive Director will collect weekly fees (unless paid in advance) and report directly to the Board, all market related activities.

A. APPLICATION PROCESS

ALL vendors are required to provide the following documentation:

- All vendors, returning or new, must complete a Vendor application
- All vendors, returning or new, must submit a non-refundable \$50 application fee
- Business License
- Department of Agriculture and/or Health certifications, and licenses as required by your business
- Certificate of Liability Insurance naming BFM as an additional insured
- This Vendor Policies & Procedures document, initialed, signed & dated

Applications are considered incomplete and will not be reviewed until the fee has been paid & supporting documentation has been submitted. Admission to the Market does not guarantee permission to sell at the Market during the entire season. Participation is a revocable agreement, and any misconduct or violation of this agreement may result in suspension or termination from the BFM at the discretion of the Board of Directors. The Market’s approval of selling privileges for a vendor is always for a specified period and never exceeds one market season.

B. PARTICIPATION

● **Market Day Guidelines:**

1. Vendors should plan to arrive for set-up between **7am & 8:15am**
2. There should be no vendor vehicles in the parking lot after 8:30am
3. If you’ve had an issue/emergency that will result in a late arrival (after 8:15am), text the Director so she can plan accordingly. Please identify who you are.
4. Consistently arriving after 8:15am, without properly notifying the Director, may result in a fine and dismissal from the market
5. If you are late, you **are not** allowed to pull your vehicle into the market footprint. This means past the orange cones. You will need to park in the parking lot or along the street and haul your materials into the market.

Initial Here

6. **Completely unload your vehicle before you begin setting up.** This means unloading **all** market materials (tent, tables, display, etc.), parking your vehicle and then returning to set up your tent and display. The **ONLY** exception is during inclement weather. If it's raining during set-up you may put up your tent to cover your materials. Please do so quickly, unload the rest of your items then park your vehicle.

7. The market opens at 9am and ends at 12pm. Therefore, you should not be leaving at or before 12pm. Out of respect for our customers, **no vendor will be allowed to break down until the market is officially closed at 12pm.** Vehicles will not be allowed to pull into the market footprint until 12:10pm.

8. Just as you unloaded your vehicle before setting up, you should pack up your booth **before leaving** to get your vehicle. If your tent is still up, your car should not be in the parking lot.

- Initial Here
- **Weekly Fee:** Weekly vendor fees are \$25 payable via cash or check and collected by market staff on the day of the market. All vendors must promptly pay all fees. You or your employee should come to the market prepared to pay the booth fee regardless of the cash you anticipate receiving from customers that day. Failure to pay vendor fees when due will result in dismissal from the Market.

- Initial Here
- **Consistency:** The Market season is every Saturday, April through November, 9am – 12pm. It is expected that vendors will participate on a consistent weekly, bi-weekly or monthly basis as indicated on the vendor application. The strength of any farmers market is the presence of its vendors with a diversity of products. When you sell at the BFM, your customers need to be able to count on your consistent attendance. The BFM needs stable and committed vendors in order to be viable.

- Initial Here
- **Absences & Cancellations:** Absences must be disclosed to the Executive Director in advance, and any failure to notify will result in a No Call/No Show fee of \$50. Repeated absences without proper notification may result in dismissal from the Market. Cancelling at any time on Friday or Saturday, for any reason, will result in being charged that week's vendor fee of \$25. Repeated cancellations will be responsible for all vendor fees and may be suspended from the market, at the discretion of the Board of Directors.

- **Items To Be Sold:** Vendors are required to submit a complete list of all products they wish to sell with their applications and receive preapproval from the Board of Directors before selling any product. If a vendor wishes to add products to their original list, they must submit additions to the Board of Directors **in writing** for approval a minimum of two weeks before they wish to sell the product. Products may be denied entry and are up to management discretion.

The following items are prohibited:

- Food items not grown and/or processed by the vendor
- Beverages not produced by vendor business (bottled water, soda, energy drinks, etc.)
- Alcoholic beverages
- CBD oils or items containing CBD/THC
- Carnival-like foods (cotton candy, taffy, candy apples, etc.)
- Art or Crafts not produced by the vendor

- Initial Here
- **Parking:** Vendor parking is located at 1411 Dresden Drive and may move to the Brookhaven MARTA station back parking lot located off Apple Valley Road once construction is complete. There should be no vendor vehicles parked in the parking lot, along Fernwood Circle, Dresden Drive or anywhere around the church. This includes, but is not limited to, significant others and friends that are working with you or simply hanging out for part of or for the full duration of the market. If you choose to park so that it is convenient for yourself, you are taking away that convenience for your customers. If you are physically unable to walk the distance to MARTA please reach out to the Director.

- **Music:** No music is allowed to be played at vendor booths. The market hires musicians to perform for the majority of the season as well as the church (our host) has rules regarding the music that is played on the property.

- **Halloween:** we do not celebrate Halloween at the market. Please do not display or sell any Halloween related items (skulls, witches, skeletons, ghosts, etc.) Fall items (leaves, pumpkins, apples, corn stalks, etc.) are acceptable. If you have a question about an item, please ask before displaying/selling.

- **Product Sampling:** Sampling is allowed with the following conditions:

1. Use safe handling precautions when sampling.
2. You will need to provide a trash receptacle for sample container disposal.
3. No sterno or open flames to warm samples allowed per the City of Brookhaven Fire Marshal.

- **Product and Practice Representation:** Customer inquiries regarding farming practices should be answered factually and knowledgeably. Vendors misrepresenting their product may be immediately terminated from the market if they knowingly misrepresent any farming or product practices and/or product liability.
- **Vendor Identification:** Each booth space must prominently display a sign clearly identifying the farm or business by name and the location of the farm or business. All descriptions of products must be accurate, truthful and not intended to mislead the public in any way.
- **Compliance with health, safety, and related laws:** Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their specific products. Vendors providing samples of their products must comply with the rules governing market sanitation and health issues.
- **On site sales personnel:** Family members or verifiable employees paid hourly, on commission, or by salary may sell vendor's products at the market. If employees are new, the Market may request contact information. **Vendors are responsible for making sure that all persons working at their booths are familiar with and adhere to all market rules, regulations, and guidelines.**
- **Electricity:** All electrical equipment must be pre-approved by Market management. Vendors requiring electrical power are responsible for providing their own outdoor extension cords and tape to insure safety requirements are met. There are only (4) electricity booths available per season and the Market cannot guarantee electricity to its vendors. If you need electricity, you may need to provide your own by way of a battery or generator, which must be pre-approved by Market management.
- **Conduct and courtesy:** While at the Market, vendors are expected to behave courteously to customers, other vendors, market staff, and volunteers, and to conduct themselves professionally at all times. Vendors may not publicly disparage other vendors, products, or markets. If vendors have a complaint about other vendors they must submit their complaint in writing to the Executive Director.
- **Booth equipment:** Vendors must supply their own booths and tables. Booths and tables must not be a hazard to the public or other vendors. Wind gusts are known to come on suddenly and without warning. As such, vendors must insure that their tents are sufficiently weighted with at least 20lbs securely attached to each tent leg to prevent tents from becoming unstable. **Vendors consistently without weights are subject to a fine.**
- **Clean and safe:** Vendors are responsible for keeping their space clean and attractive during market hours and must clean up their space after the market closes. Long tablecloths are recommended so that vendors can store any extra product under the tables. **Each vendor is responsible for removing their own trash. Please bring your own trash receptable/bags, collect and remove ALL trash generated by your booth (boxes, cups, napkins, utensils, straws, sleeves, etc.) Take your trash with you.** The public receptables are not for vendor use.

- **Space assignment:** A weekly site-map will be sent to participating vendors via Mailchimp. However, the Executive Director reserves the right to assign booth spaces on market day to vendors as they arrive. Requests will be considered, but no guarantees are made.
- **Exclusivity:** The market does not offer exclusive rights to any one vendor to sell any one product. The Board of Directors believes that customers generally benefit from having a choice. However if the Board of Directors believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry.
- **Insurance:** Each Vendor must have liability insurance to afford protection against any and all claims for damages which may be made by any person or persons alleging injury or damage, including death, due to Vendor's acts or omissions, including injury or damage arising from the consumption or use of Vendor's products. Such insurance shall provide for liability limits of not less than \$1,000,000 for injury or death to any one person, \$2,000,000 for injury or death to any number of persons in any occurrence and \$1,000,000 for damage to property in any one occurrence. Such insurance shall name the Brookhaven Farmers Market as an additional insured and the Vendor shall provide BFM with a certificate of this insurance. The BFM address is 1375 Fernwood Circle, Brookhaven, GA 30319.

Initial Here

C. WEATHER GUIDELINES

Initial Here

The market operates rain or shine. Our severe weather policy is as follows: If we hear thunder or lightning is detected within 5 miles of the market, all vendors & customers must exit the market area and seek shelter. Shelter can be in your vehicle or the first floor of the church. The market will remain closed until 30 minutes after the last thunder is heard or lightning strike is detected.

1. If you cannot tolerate rain and/or you have a product that cannot tolerate rain (at any percentage), please notify the Director by Thursday. Last minute cancellations (anytime Friday or Saturday) will result in a late fee charge of \$25 and no shows will result in a no show charge of \$50.
2. If you choose to attend the market on inclement weather days, please be respectful of the market rules, your fellow vendors and customers and stay for the full duration of the market.
3. Leaving early is defined as any time before and including 12pm. Breaking down, pulling your vehicle around to the curb, loading out and pulling away from the market at 12pm, is not acceptable.
4. The weather is unpredictable. It may be raining where you are, but not at the market and vice versa. Feel free to reach out to the Director to get an onsite weather report.

D. EDIBLE PRODUCT REQUIREMENTS

- **Farm Visit:** All farms are subject to a farm visit by market management to verify their activity and farming practices.
- **Site Visit:** All vendors are subject to a site visit by market management to verify quality procedures.
- **Insurance:** A copy of the certificate of insurance must be provided upon notification of acceptance prior to attending the market.
- **Licensing:** Business License and all proper Department of Health or Department of Agriculture licenses is required for all Vendors and a copy must be presented with application yearly. Specific licenses will depend on the vendor category. Some examples are organic certification, scales, meat seller licensees, Candler's license and licensed kitchens for processed foods.

- **Canopies:** Vendors with on-site prepared foods and baked goods are required to have a full canopy covering their booth. An umbrella is satisfactory if it is sufficiently weighted and covers the entire table area.
- **Specific Product Rules**
 - **Meat, Dairy, and Egg Products:** All meat and dairy products must be labeled as processed food products in accordance with the FDA requirements for processed food products.
 - **Certified Organic and Certified Naturally Grown Vendors:** Vendors must provide Market Management with copies of their certification and should post their certification in their booths.

E. GENERAL CODE OF CONDUCT

Initial Here

- Vendors, their employees and associates shall dress and act in a professional manner with customers, vendors and staff. Shirts, Hoodies, etc. should not cover and be longer than shorts.
- There will be NO SMOKING or VAPING in the market or close surrounding areas. The following is prohibited in the market: alcoholic beverages and unleashed pets.
- Staff, Volunteers, Vendors, customers and visitors will not be subject to language or actions considered to be abusive, profane, threatening, or harassing. Threatening behavior, vandalism and the use or threat of violence by a Vendor or person conducting sales at their booth constitutes a violation and may result in immediate and permanent expulsion from the Market.
- Possession fireworks, gambling, or use of alcohol or drugs by a Vendor or his/her employees or agent constitutes a violation of Market Rules and may result in immediate and permanent expulsion from the Market.
- Fraudulent, dishonest or deceptive merchandising constitutes a violation of Market Rules.
- Solicitation for products, services, or charitable contributions not meeting the BFM criteria, or by vendors other than BFM vendors will not be permitted.
- All Vendors will be responsible for the actions of their employees and/or agents, including, but not limited to, knowledge of, and adherence to, all market rules.

F. TERMS OF ACCEPTANCE

All authorized vendors participating in the Brookhaven Farmers Market 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. By submitting and signing the Terms of Acceptance, all vendors agree to indemnify and hold harmless the Brookhaven Farmers Market and University Baptist Church for any loss, costs, damages and other expenses including attorney's fees, suffered or incurred by reason of vendor's negligence or intentional misconduct or that of its employees, agents, and associates, provided that the vendor shall not be liable for nor required to indemnify the Brookhaven Farmers Market and University Baptist Church (collectively, the "Indemnitees") for the sole negligence of any of the Indemnitees or of their servants, agents, employees or associates. Each vendor must carry his or her own personal and product liability insurance. Furthermore, vehicle liability insurance is required to cover any damage caused to persons or property by a vendor's vehicle.

The Brookhaven Farmers Market Board of Directors reserves the right to modify the Vendor Policies & Procedures at any time.

Acknowledged and Agreed to by:

Name of Business/Vendor: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date _____

www.brookhavenfarmersmarket.com brookhavenfarmersmarket@gmail.com

Mailing Address: PO Box 190321, Atlanta, GA 31119

Physical Address: 1375 Fernwood Circle, Brookhaven, GA 30319