

# Yellow Green Farmers Market

## Rules and Regulations For Vendors



Revised 04-10-15.

The **Yellow Green Farmers' Market (YGFM)** is an indoor open air market located at 1940 North 30 Road, Hollywood, Florida 33021. The market will open to the public for vendor sales Saturday and Sunday from 8:00 a.m. to 4:00 p.m., year round. The Yellow Green Farmers Market is managed and operated by a private company. We are dedicated to integrating green living into the heart of our daily lives. We strive to bring the best fresh, quality products to the community. We believe in providing the community an additional source of revenue through entrepreneurial business opportunities and to provide an enlivened community meeting place.

Before applying to the Yellow Green Farmers Market please review the Application, Rules and Regulations. Submit your application to Yellow Green Farmers Market, 1940 North 30 Road, Hollywood, Florida, 33021.

You can email completed applications to [sales@ygfarmersmarket.com](mailto:sales@ygfarmersmarket.com) or via fax (954)966-2449. For more information visit our website: [YGFARMERSMARKET.COM](http://YGFARMERSMARKET.COM) or call (954)513-3990.

### **Booth Guidelines**

1. The number of market stalls available is limited by the space available. Priority for market spaces will be as follows:
  - 1.1. To returning vendors who have submitted an application with their paid fees subject to compliance with market rules as set forth below.
  - 1.2. To new vendors who have submitted their application subject to the needs of the market for various products as determined by the YGFM General Manager. Priority is given to organic agricultural producers, followed by producers of natural food products prepared, fresh and packaged. Local businesses receive priority over business from greater distances. Strong consideration will be given to the present numbers of vendors with similar products and if they are adequately supplying consumer demand. Yellow Green Farmers Market reserves the right to refuse vendors at their discretion.
  - 1.3. In case of conflict over priority the YGFM General Manager may prioritize applications by any method. Vendors agree by submitting signing these rules that the decision of the YGFM General Manager in these matters shall be final.
  - 1.4. If the number of applicants exceeds the number of spaces available, the YGFM General Manager shall maintain a wait list that shall establish priority for new vendors as places become available.

### **Market Product Rules**

2. **The following items are prohibited at the market: firearms, weapons, unleashed pets or items not approved by the Yellow Green Farmers Market.**
3. **The sale of firearms, ammunition, explosive materials, chemicals, pornographic or offensive materials, drugs or drug paraphernalia, or any service that may be deemed offensive by**

**management is strictly prohibited. Management reserves the right to have any item or items removed from sale at its sole discretion.**

4. Merchandise intended for sale at the market is subject to and must have the approval of the YGFM General Manager. Any product not listed on application must be added to their product list by filling out a Vendor Additional Product Request Form. Vendors must receive a copy of this form with a signature approval upon it before they can sell any additional items. If a vendor has been approved for an item but it has not been offered for sale they may lose that item from their product list.
5. Vendors or Resellers are permitted to sell only new products and we encourage original, direct sales rather than reselling. **Used items cannot be sold.** Products encouraged include fruits, vegetables, plants, herbs, flowers, eggs, baked goods, jellies, jams, honey, arts and crafts, toys, home decorations, dried flowers, pottery, candles, photography or other fine arts.
6. On an application and additional product request form categories of product must be specific as possible and the more specific a description is the more likely it is to be approved. Fresh produce and fruit can be described generically but must state if it is organic or conventional. **Prepared food must be listed by menu item.** Arts and Crafts must be listed by media and concept of subject matter and be accompanied by photographic examples.

### **Growers and Food Producer Applicants: organic or conventional**

Produce and specialty food items will be approved to be sold at the market if they meet YGFM merchandising objectives. In particular, YGFM wants to provide an opportunity for all growers and farm related food producers to sell directly to consumers.

7. Only USDA certified organic products that conform to National Organic Program (NOP) laws can use the term organic. This means items that are not usually certified and can use the term organic in other locations cannot use the term organic at YGFM.
8. Agricultural producer participants with gross sales of \$5,000 or less annually are exempt from USDA certification requirements. These participants must follow the USDA Organic Farming protocols but are not required to obtain certification. These producers are allowed to use the word “Organic” only. These Participants are not allowed to use the phrase “Certified Organic”. These farmers may be required to provide documentation to verify annual sales of \$5,000 or less.
9. A vendor may not use the word Organic in their name or in their booth unless they sell Organic Items.

### **Artisan Applicants**

10. Art and hand crafted items are a valued part of the YGFM and will be accepted at YGFM if they meet our merchandising objectives. Artisan vendors will be included as space permits. YGFM may promote the artisan vendor at the market who produces original arts and crafts.

### **Product Labeling and Pricing**

11. Products must be clearly labeled and priced. YGFM encourages prices to be visible and easily seen without handling the products.

### **Liability**

12. YGFM will not be held responsible for any accidents, damage or loss incurred while at the market. Vendors must sign the application and this form before permitted to sell items. Vendors are required to hold liability insurance.

## **License and Permits**

13. Vendors are required by local, state and federal government departments to obtain permits, certificates and licenses for different products. If a permit or certificate is required by to be obtained, renewed, displayed or possessed it is a market rule also.

## **Damage**

14. Damage done to market property will be billed to the party responsible.

## **Fees and Reservations**

15. The fees for booth rental are available in the office. We provide 45KWH electricity for 3 to 10 amps of power usage. If the electrical use exceeds 45KWH the vendor will be charged for all electrical usage at .22 per KWH. Standard booth Size is 8 feet by 8 feet and can be closed and locked. Some booths are available with refrigeration and refrigerated display cases, these booths require a deposit and the fees are higher. This is explained in the “Addendum to Rules and Regulations for Equipment Rental Agreement”. Any deviation in size or electrical use has separate fee or discounts applied.
16. The fee will include monthly rental of space according to its size, electricity fee, cleaning fee, promotional discount and Florida Sales Tax. **Fees are due on the Thursday before the last market of each month for the following month.** Fees not paid by the end of the last market day of the month for the next month are considered delinquent. Any vendor with delinquent fees will be denied access to their booth.
17. Payments made after the last market of the month will incur a \$10.00 fee per booth.
18. Booths have electricity meters; meters will be read on the 15<sup>th</sup> of the month and invoiced to be due the Thursday before the last market of the month.
19. Bounced checks will have a 35.00 fee assessed. If a second check is bounced we will only accept cash or credit card for payment.
20. If a booth has been paid with by credit card then subsequently charged back there will be a \$100 fee assessed and we will only accept cash for payment.
21. YGFM reserves the right to increase or decrease the fees in general without previous notice, however, such increase/decrease will be the same and equal to each vendor according to their space type and vendors will be given as much advance notice as reasonable possible.
22. A cancellation form must be filled out if the vendor wishes to quit selling at the market. The electricity meter will be read and the vendor will be charged if there is chargeable usage.
23. There will be NO REFUNDS OF PAID RENTALS.

## **Reservations and Booth Assignments**

24. Every effort will be made to ensure long reservations will receive the same booth each week.
25. Requests to transfer to a different booth location may be requested using the form Vendor Space Request form. Space movement is granted at the discretion of YGFM.
26. On occasion the market will need to be reorganized for merchandizing purposes. Booth assignments during reorganization are subject to seniority and market needs. Seniority is determined by previous year attendance. Ties will be broken by the evaluation of the vendors meeting the mission of the market, vendors total market attendance, history of fee payment, and quality of product.
  - 26.1. YGFM retains the right to assign and reassign vendor spaces
27. Space will be guaranteed for the next week only if outstanding invoices are paid in full.
28. YGFM can provide free of charge some stands to make it easier on the vendor/exhibitor to display their products.

## **Setup and Parking**

29. By signing this form the Vendor agrees to always open their booths on time and prepared to sell products. All vendors must open by the scheduled opening time and should keep their displays set up until the close of the Market. Vendors and YGFM success is dependent upon having vendors set up on time and prepared to sell during all market hours. A vendor, who opens late or closes before the YGFM hours end, will be given written notice about their non-compliance. Continuing to disregard this rule will result in expulsion from YGFM. Fees may be assessed for not opening on time, or closing early. To avoid the fees the office must be notified of the hardship/reason before opening time.
30. All Participants are required to display a sign at the front of their booth identifying their farm name or the name of their business and the city or town where their production occurs or business address is.
31. Vendors will be able to access their booths two hours before and after market hours.
32. All vendors must be off the premises by two hours after the market closes.
33. All vendors must park in the parking lot to the North of the market. No Vendors, vendor employee cars, or delivery trucks are allowed to be in the customer parking area of YGFM after the market opens. If a car is found in the customer's Parking lot the YGFM will assess the vendor a \$50 dollar fee.

## **Operating Rules**

34. All products should be removed at the end of market day; however, if the vendor decides to leave their product in their reserved booth, Product must be covered and safely locked. It is the vendor's responsibility to protect stored product against pests, vermin, and animals. YGFM will not be responsible at all for any missing or damaged product left on premises. This includes but is not limited to damage or loss to theft, rain, flood, leaks, pests, loss of power, or windstorm.
35. Vendors may not exhibit, apply signage, or overflow out of their designated space. All spaces have yellow lines surrounding them; these lines are to be kept clear. Any items that cross the yellow line are considered a hazard to our customers and the vendor will be asked to immediately move them back, if not moved the items will be removed by market security and the vendor will be given a written warning of the egregious nature of the offense.
36. Vendors are responsible for their own YGFM assigned booth. Each vendor is responsible for keeping their booth space clean, and to tidy up before leaving. Vendors must remove all perishable items, trash and dispose of it properly. YGFM will provide containers as necessary.
37. All products must be in compliance with any federal, state or local regulations or requirements.
38. Sellers are encouraged to present their product in the best light and offer the highest quality products at all time.
39. Vendors selling by the pound must use and provide their own certified scale and follow the guidelines set forth by the Florida Dept of Agriculture, Division of Weights and Measures. If using a scale, it must bear the seal of inspection from that office.
40. The YGFM General Manager has the right to require a vendor to change their display if it is deemed to present a safety risk or otherwise does not comply with market rules.
41. All vendors are independent entities and as such are responsible for compliance with local codes and for paying all applicable taxes and/or federal, state and local fees. Check the local state and other applicable regulations and see how they apply to you.
42. Food preparation is prohibited without an appropriate permit.
43. All vendors must accept product returns for replacement or refund unless a different policy is clearly posted in their booths.

## Market Standards

44. Enforcement of rules will be the responsibility of the YGFM General Manager.
45. YGFM retains the right to limit or revoke any vendor's participation in the Yellow Green Farmers Market and reserves the right to settle all situations not covered by the above rules, based upon its sole discretion as to what is best overall for the market.
46. Standard of Conduct: All Participants, Contractors Market Managers, and all Members of the Board of Directors at the Market, must be:
  - 46.1. Knowledgeable about their products (how they are used, grown or produced) and able to clearly communicate this to Customers.
  - 46.2. Courteous, professional and presentable.
  - 46.3. Respectful of others business at the market. Derogatory comments about another business at the market are unacceptable.
  - 46.4. Slanderous or defamatory remarks made about anyone are subject to legal liability for damages caused.
  - 46.5. Display products in a clean, presentable and attractive way.
  - 46.6. Honest and conduct themselves at all times in a courteous and business-like manner.
  - 46.7. Dress and behave in an appropriate manner, including wearing shirts and shoes.
  - 46.8. Treat others, Staff, Customers and Officials with respect.
  - 46.9. Customers are expected to be courteous. Any Participant having trouble with Customers in this regard are encouraged to refer the matter to YGFM Market Manager.
47. **The consumption of alcoholic beverages, by vendors at any time, including before or after the market is open, on market property is strictly forbidden. Any vendor found consuming alcoholic beverages will be removed from market property by security and will lose their sales location and be banned from future selling at the market. Even though alcoholic beverages are sold at the market. This rule is strictly enforced.**
48. Any concerns about other Participants or the YGFM Rules and Regulations should be communicated by using the Vendor Concern Form which will be reviewed by the General Manager or YGFM.
49. In case of hurricane warning by the state of Florida, all products must be removed completely. YGFM will have the time to secure the market property to minimize any damage to YGFM property.
50. No overnight parking or camping is permitted on YGFM property. Vendors must vacate YGFM grounds at the closing of business each day.
51. YGFM is a smoke free facility and therefore no smoking is allowed on the property.
52. Any vehicle left after market closing will be towed at vendors expense, no exceptions will apply.
53. Vendors at no time may sub-let or sub-divide rental space.
54. Vendors may not permit their children to be about the Market property unsupervised.
55. If the health agency approves, distribution of product samples in a manner that will ensure safe and unadulterated for the public, may be allowed. In such regard, the Participant must follow all health guidelines including:
  - 55.1. Keep samples in clean covered containers approved by the health agency.
  - 55.2. Use toothpicks or disposable utensils to distribute the samples.
  - 55.3. Dispose of pits, peels, food waste and rubbish in leak proof garbage receptacles and provide extra garbage access by your booth for customers to dispose of such.
  - 55.4. Use clean disposable gloves when cutting produce for samples.
  - 55.5. Produce intended for sampling must be washed and cleaned to be wholesome and safe for consumption.
  - 55.6. Utensils and cutting surfaces must be washed and sanitized. The market provides a washing station for use of cleaning produce and utensils.
  - 55.7. Cutting surfaces must be smooth, non-absorbent and easily cleanable.
56. Additions to and construction in a booth must be approved by YGFM. The vender shall reimburse the YGFM for any expenses incurred to return the stall space to the condition in which it was found

(reasonable wear and tear excepted). Vendors may not open or change the electrical boxes, or modify the plugs in any way; any electrical changes must be done by the Yellow Green Farmers Market electrical contractor.

57. Exits from booth within the booth and the exit pathway leading to the exterior shall not be less than 36 inches.
58. **Fire extinguishers: Any booth using any type of heat-generating appliance shall maintain their own fire extinguisher.** In some cases, an additional fire extinguisher may be required. All fire extinguishers new or used are required to be serviced once a year and have a current tag on the extinguisher. Each fire extinguisher is tagged by the service company as to the date the extinguisher service date.
59. Cooking equipment: Any type of cooking equipment or process that produces a flame will not be allowed inside the booth. No combustible material will be allowed directly above a cooking surface. Any combustible structural component of a booth located within 36 inches of cooking equipment shall be protected by a non-absorbing and noncombustible material.
60. Any cooking that produces grease laden vapors is not allowed inside the market. Grease laden vapors occur when any oil is heated or meats are cooked directly on a heated surface. This type of cooking must be done ten feet from any structure. There is an area in the back of the market where vendors may set up their own tents and cook with gas, cook meats and fry. No sales may occur from this area. Each of these cooking spaces must have a way to keep children away from it. A fire extinguisher adequate for grease fires must be present. Vendor access to use this area limited and is granted on a case by case basis.
61. With the exception of “power strips” or “suppressor strips” which are equipped with their own internal circuit breakers, extension cords may not be used. Use of extension cords for cooking equipment on a permanent basis is a violation of the State Fire Code. Extension cords can only be used on a temporary basis for low amperage items while the user is present. Extension cords and power strips cannot be used in tandem. All cooking equipment (e.g. burners, hot plates, warmers) must be approved by YGFM before use. All electrical equipment including display cases, generators, saws, drills and heaters must be approved by the General Manager before they are used at the Market.
62. Polystyrene (Styrofoam) is prohibited to be distributed at the Market.
63. Encouraging customer to bring their own bag, paper bags, and bio-bags are recommended.
64. Political petitions, electoral campaigning, will not be permitted except where required by law.
65. Vendors must not have amplified sound, music, or performances at their booths unless approved by YGFM management. YGFM has the ability to define the volume acceptable at any time.

## **Rule Enforcement**

66. A verbal warning is given in as polite terms as possible as it usually comes when customers are present. Any request or warning by YGFM management is to be taken seriously. The General Manager will issue a written warning if rule violations are egregious. If a written warning is given and the violation is not corrected as described in the written warning the vendor risks immediate expulsion from the market without refund of fees. The vendor will only have access to their booth for removal of their merchandise. If the vendor is approved to return to the market a \$50 fine will be assessed.

## **Abandonment of booth**

67. If a vendor does not pay for their booth fees for 30 days and they have not developed a resolution for payment the booth has been abandoned. Abandoned booths will be cleared out and material will be stored for 30 days then auctioned off with any proceed applied to the vendor’s debt. If a booth is not

opened for business for greater than 30 days the booth may be considered abandoned even if the rent has been paid.

**Agreement**

- 68. The Yellow Green Farmers Market reserves the right to modify these rules and regulations at any time.
- 69. The Yellow Green Farmers Market has the right to refuse the application or renewal of any vendor at any time and for any reason.
- 70. By signing this agreement, participants acknowledge that they have received and read a copy of the application and agree to abide by the hold harmless clause, guidelines and decisions of the Yellow Green Farmers Market or other representatives of the Private Owned Company and YGFM Market.
- 71. The vendor is responsible for reading these rules and signing a statement accepting said rules.

**I have read the rules of the Yellow Green Farmers Market and agree to abide by the rules or I will relinquish my rights to participate in the Market.**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Vendor Signature**

\_\_\_\_\_  
**DBA**

\_\_\_\_\_  
**Date**