



Yellow Green Farmers Market Rules and Regulations For Vendors

Revised 03-22-2021.

The **Yellow Green Farmers' Market (YGFM)** is an indoor & outdoor open-air market located at 3080 Sheridan Street, Hollywood, FL. 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, and Rules and Regulations. Submit your application to Yellow Green Farmers Market's mailing address, 1940 North 30 Road, Hollywood, Florida, 33021.

You may request an application by contacting sales@ygfarmersmarket.com. or call (954)513-3990.

For more information, visit our website: YGFARMERSMARKET.COM.

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 paid their paid fees and follow market rules as set forth.
 - 1.2. Vendors who have continued followed these rules and regulations, a copy of the latest rules and regulations at any time in the office.
 - 1.3. To vendors who have submitted a space request to the booths next to theirs for the expansion of their business.
 - 1.4. To vendors who have submitted an approved space request, to move from one booth to another.
 - 1.5. 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 first 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.
 - 1.6. In case of conflict over priority the YGFM General Manager may prioritize applications by any method. Vendors agree by signing these rules that the decision of the YGFM General Manager in these matters shall be final.
 - 1.7. 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, controlled or illegal 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 the 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. 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 can 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. Vendor’s return policy must be visibly posted in booth.

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. For any vendor who provides services at YGFM, including but not limited to transportation services such as use of golf carts, shall adhere to strict indemnification provisions, carry additional liability insurance, and adhere to all terms as more fully described in the Vendor Application & Agreement, to be signed by each vendor prior to offering any such services at YGFM.

License and Permits

13. Vendors are required by local, city, county, state, and federal government departments to obtain permits, certificates, and licenses for selling at our location and for selling products. If a permit or certificate is required by to be obtained, renewed, displayed, or possessed it is a market rule also. It is the vendors responsibility to know what to obtain.

Damage

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

Fees and Reservations

15. The fees for booth, kiosk, and stand rental are available in the office.
16. Booths have a variety of electricity AMPS available depending on their location. If less than 45 KWH are used in a month then there is no charge for electricity, if more than 45 KWH are used, then the fee is .22 (including tax) per KWH for all electricity used.
17. Booths have electricity meters; meters will be read on the market day closest to the 15th of the month and invoiced to be due the Thursday before the last market of the month.
18. The fee will include monthly rental of space according to its size, electricity fee, fines, 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 Sunday market day of the month for the next month are considered delinquent. Any vendor with delinquent fees will be denied access to their booth.
19. Payments made after the last Sunday market of the month will incur a 5% fee on any outstanding balance.
20. Bounced checks will have a 35.00 fee assessed. Once a vendor bounces a check, we will only accept cash or credit card for payment from that vendor.
21. If a booth has been paid with by credit card, then subsequently charged back there will be a \$100 fee assessed and the late fine will then be applied, and from then on, we will only accept cash for payment.
22. An opening late fee will be charged for all vendors not opening at the designated time.
23. 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 notice as reasonably possible.
24. 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. Anything left in a space after a vendor cancels their agreement, is not owned by the vendor.
25. Vendors at no time may sub-let or sub-divide rental space.

26. Booth spaces cannot be sold to another business. If a business wishes to transfer the business equity and Enterprise value, they may sell the business and that business with the same name and same items for sale, may be eligible to continue the business in the same booth, if the market manager approves.
27. There will be NO REFUNDS OF PAID RENTALS OR DEPOSITS.

Reservations and Booth Assignments

28. Every effort will be made to ensure long reservations will receive the same booth each week.
29. Requests to transfer to a different booth location may be requested using the form Vendor Space Request form. Rental rates when moving to a new space is at current new vendor market rate. Space movement is granted at the discretion of YGFM.
30. On occasion, the market will need to be reorganized for merchandizing or site plan 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.
 - 30.1. YGFM retains the right to assign and reassign vendor spaces.
31. Space is agreed to be provided for the next week only if outstanding invoices are paid in full.
32. YGFM can provide free of charge some small table bases, as stands to make it easier on the vendor/exhibitor to display their products.

Setup and Parking

33. 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 are 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.
34. 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 where their legal business address is registered.
35. Whenever possible on social media, yelp, google, and other advertising vendors should use the address for our parking lots; 3080 Sheridan St., Hollywood, FL 33021. When the market is open customers never have access from Taft St. and vendors should promote the directions to the market from Sheridan Street.
36. Vendors have access to their booths during the week Monday, Thursday, and Friday from 9:00 a.m. to 5:00 p.m. Vendors must be off the property by 5:00, as the gates will be closed.
37. Vendors will be able to access their booths two hours before and after market hours.
38. All vendors must be off the premises by two hours after the market closes.

Operating Rules

39. 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.

40. If a vendor leaves items in their booth the market reserves the right to immediately enter the booth and dispose of any items that appear spoiled and dispose of equipment that retains smells or contamination. The vendor will be billed at the market's employee's pay rate for any clean up.
41. Vendors may not exhibit or apply signage, of their designated space.
42. All outdoor spaces have yellow or red lines surrounding them; these lines are to be kept clear. Any items that cross the line 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.
43. All indoor spaces may not use the space greater than 24 inches in front of the booth post, this includes seating for their customers.
44. Indoor spaces signs cannot extend in front of the booth between the top of the counter and the top of the booth, and cannot exceed 24 inches from the front of the booth.
45. 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 in the large bins at the back of the market. Vendors are not to use the trash cans provided for customers.
46. All products must follow any federal, state, or local regulations or requirements.
47. Sellers are encouraged to present their product in the best light and offer the highest quality products at all time.
48. 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.
49. 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.
50. Food preparation is prohibited without an appropriate permit.
51. All vendors must accept product returns for replacement or refund unless a different policy is clearly posted in their booths.

Market Standards

52. Enforcement of rules will be the responsibility of the YGFM General Manager and designated YGFM employees.
53. 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 rules, based upon its sole discretion as to what is best overall for the market.
54. Standard of Conduct: All Participants, Vendors, Contractors, Employees, Market Managers, and all Members of the Board of Directors at the Market, must be:
 - 54.1. Knowledgeable about their products (how they are used, grown, or produced) and able to clearly communicate this to Customers.
 - 54.2. Courteous, professional, and presentable.
 - 54.3. Respectful of others business at the market. Derogatory comments about another business at the market are unacceptable.
 - 54.4. Slanderous or defamatory remarks made about anyone are subject to legal liability for damages caused.
 - 54.5. Display products in a clean, presentable, and attractive way.
 - 54.6. Honest and conduct themselves always in a courteous and business-like manner.
 - 54.7. Dress and behave in an appropriate manner, including wearing shirts and shoes.
 - 54.8. Treat others, Staff, Customers and Officials with respect.
 - 54.9. 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.

55. **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 against all vendors. For those vendors who provide services which may include operating machinery, vehicles, golf carts and/or any other transportation devices, the consumption of any alcohol/drugs (including prescription drugs, at any time during market hours is strictly prohibited and any such consumption may carry criminal penalties in accordance with the laws of State of Florida. Any such conduct shall be grounds for immediate expulsion from YGFM and termination of the Vendor Agreement, at the sole and absolute discretion of YGFM and its management.**
56. 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.
57. 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.
58. No overnight parking or camping is permitted on YGFM property. Vendors must vacate YGFM grounds at the closing of business each day. Any vehicle left after market closing will be towed at vendor's expense, no exceptions will apply.
59. YGFM is a smoke free facility and therefore no smoking is allowed on the property.
60. Vendors may not permit their children to be about the Market property unsupervised.
61. If the health agency approves, distribution of product samples in a manner that will ensure safe and unadulterated for the public, may be allowed. Sampling may only be done from the vendors space, or with permission at the information booth. In such regard, the Participant must follow all health guidelines including:
 - 61.1. Keep samples in clean covered containers approved by the health agency.
 - 61.2. Use toothpicks or disposable utensils to distribute the samples.
 - 61.3. 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.
 - 61.4. Use clean disposable gloves when cutting produce for samples.
 - 61.5. Produce intended for sampling must be washed and cleaned to be wholesome and safe for consumption.
 - 61.6. Utensils and cutting surfaces must be washed and sanitized. The market provides a washing station for use of cleaning produce and utensils.
 - 61.7. Cutting surfaces must be smooth, non-absorbent, and easily cleanable.
 - 61.8. Samples must be labeled if they contain known key allergens.
62. All wastewaters must be disposed of in the sink area. Water cannot be dumped in any drains, grates, or plants at the market. Only naturally occurring rain runoff can go into the parking lot drains. The shared vendor sink area must be kept clean. Vendors leaving items or food particles will lose the privilege of using this area.
63. 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).
64. 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.
65. If a vendor wishes to sell their fixtures because they are leaving the market they must do so before leaving the market.
66. Easy egress from the booth must be possible without climbing or moving the booth.
67. **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.

68. Cooking equipment: Any type of cooking equipment or process that produces a flame will not be allowed inside the booth unless designated a cooking space. 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. All flame producing equipment must be 10 feet from any structure, including fences.
69. The Hollywood Fire Marshall requires that there be NO FLAMES allowed inside the market booths or stands. This includes candles, burning sage and incense.
70. Any cooking that produces grease laden vapors is not allowed inside booths that are not designated a barbeque booth. Grease laden vapors occur when any oil is heated, or meats are cooked directly on a heated surface.
71. No oil can be used to cook with even in outdoor barbeque areas unless done under a ventilated hood with an automated fire suppression system. If oil is in a container in a booth it must be labeled with its purpose, for example. "oil for salads". Spray cans with cooking oil are not permitted at the market under any circumstance.
72. Except for "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 or power strips cannot be used in tandem. Extension cords used outside or close to the outside, must be U.L. rated for outdoor use. 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.
73. Booths that have circuit breakers in them must not block access to the panels, that being you must be able to walk up to and stand in front of the panel without moving any object.
74. The electrical meters in booths must be able to be read without moving equipment.
75. All electricity must be protected by a GFI (Ground Fault Interrupter) for booths this is provided by the market.
76. Air conditioners that expel hot air are not allowed at the market, except where specifically approved the market management. We recommend for cooling, using an evaporative cooler.
77. Each inside booth circuit breaker is shared with other booths. If YGFM must reset a circuit breaker YGFM will determine the cause and specify resolution to the booths. If the breaker must be reset repeatedly, YGFM has the right to remove equipment from booths.
78. Polystyrene (Styrofoam) is prohibited from being distributed at the Market.
79. Encouraging customer to bring their own bag, paper bags, and bio-bags are recommended.
80. Political petitions, electoral campaigning, will not be permitted except where required by law.
81. Vendors must not have amplified sound, music, or performances at their booths unless approved by YGFM management. If speakers are used, they must be facing the vendor and not out towards the isle. YGFM can define the volume acceptable at any time.
82. We do not provide chairs for vendors. All market provided chairs for customers and are not to be used by the vendors or in vendors booths.
83. Gasoline containers are not allowed.
84. Generators are not allowed.
85. Anything not kept clean, showing rot, excessive wear, or generally determined to be unsightly will be required to be removed.
86. Additional guidelines for vendors in outside spaces:
 - 86.1. White tents can be used, they must be maintained in good condition and cannot be used if stained or torn. Tents must be always weighted or tied down.

- 86.2. Single pole umbrellas 6' and under in width appropriately weighted and tied down can be used, they must not extend beyond the booth and must be folded at the end of each day.
- 86.3. Propane, Sterno cans, or any flame can only be used on booths designated as barbequing booths.
- 86.4. Vendors may not paint or build on tables and counters provided. They can be covered by signs or fabric by stapling or small screws.
- 86.5. No electrical modifications can be done. Lighting must be left as is.
- 86.6. All booths are supplied with a counter, vendors may move the counter anywhere they wish in their booth. If the table provided is not needed vendors may request to move to a space without one.
- 86.7. Every vendor can add lockable storage of some type.
- 86.8. Building walls or shelving higher than 6 feet is not allowed. No structural roof or covering can be built.
- 86.9. Tarps, canopies, or not foldable tents are not allowed.
- 86.10. No screws can be used to attach to steel posts clamps can be used.

Rule Enforcement

87. 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 Market 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

88. If a vendor has an outstanding balance their booth will be locked, and they cannot participate in the market. If there is an outstanding balance for greater than 30 days and they have not developed a resolution for payment the booth has been abandoned. Abandoned booths will be cleared out and auctioned off with any proceed applied to the vendor's debt.
89. 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 unless the vendor advises and the market agrees to the issue that keeps them from opening.

Agreement

90. The Yellow Green Farmers Market reserves the right to modify these rules and regulations at any time.
91. The Yellow Green Farmers Market has the right to refuse the application or renewal of any vendor at any time and for any reason.
92. By signing this agreement, participants acknowledge that they have received and read a copy of the application and agree to abide by the indemnification and hold harmless clause, guidelines and decisions of the Yellow Green Farmers Market or other representatives of the Private Owned Company and YGFM Market.
93. 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

_____ **Date** ____/____/____
Vendor Signature

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Business Name

Booth Number