

The City of Bristol Tennessee



## State Street Farmer's Market Policies and Procedures

Revised March 2012

# State Street Famer's Market

## Policies and Procedures

### I. Vendor Classes; Rental Fees

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

#### 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 sale space.
  - No pro-ration fee.
  - Includes one (1), eight foot table and two chairs.

#### 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.

#### 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 on (1), eight foot table and two chairs.

#### 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-ration 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 the Laws; Taxes and Permits

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”)**
  - 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”)**
  - Processed produce 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.
  - 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.
  - Cream-filled pastries, custards or other items filled with dairy products shall not be sold.
  - 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 and Eggs, Fish and Seafood (collectively “animal product”)**
  - 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**
  - Hand-made crafts may be sold including, but not limited to basketry, dolls, toys, floral craft, knitting, lace making, leather craft, macramé, needlepoint, and wood work; art work, 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 merchandize.”
- 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.
  - A commercial vendor may sell items not otherwise available by vendors selling homegrown natural product, processed product, or animal product.
  - 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.
  - 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 and 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:
  - On Saturday from May 1 until October 31 from 8:00 a.m. to 12:00 a.m. unless otherwise established.
  - On Wednesday during the months of July and September from 3:00 p.m. to 7:00 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 the 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 25<sup>th</sup> 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:
  - Class A
  - Class D
  - Class E (*annual only*)
  - Class B
  - Class E (*monthly*)
  - Class C
  - 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 15<sup>th</sup> 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 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 space 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 sale 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 sale 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 a 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 8<sup>th</sup> Street behind Macado's Restautant. 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.
5. Parking – 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 Street or behind Macado's on 8<sup>th</sup> Street (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 sale 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 indemnify 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.