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2022 Rules and Regulations

# **HARVEY COUNTY FARMER'S MARKET**

*New Location!*

301 N. Main, Newton, KS

West of The Breadbasket on Main Street in  
Newton, KS

Joel Hurd- Market Coordinator



**K-STATE**  
Research and Extension

Harvey County

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# HARVEY COUNTY FARMER'S MARKET

## Rules and Regulations

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This handbook is for use and benefit of those wishing to participate in the Harvey County Farmer's Market and results from both individual thought and a synthesis of numerous market handbooks used in California, Kansas, Kentucky, Louisiana, Virginia, and Tennessee.

Certain rules and regulations must be specified for participation in, and continuation of, the market. Each rule has a specific reason. All are largely within the realm of common sense and compliance is necessary if the farmer's market is to continue smoothly.

Consumer participation and sales will benefit from clean, orderly facilities. All participants are asked to comply with the objectives and regulations addressed in this handbook. Because food is being sold, the market is subject to an entire body of state health codes, none of which are beyond compliance.

**Hold Harmless and Release:** In consideration of participation in any event on City of Newton and Harvey County property, I hereby release and forever discharge the City of Newton, Harvey County K-State Research and Extension, its directors, officers, agents, employees and representatives, and their respective heirs, successors and assigns, from any actions, causes of actions, suits, proceedings, debt, dues, contracts, judgements, damages, claims and or demands whatsoever in law or equity that the undersigned, its successors or assigns, ever had, now have or may have in the future in connection with the undersigned's participation in any event on City of Newton and Harvey County property.

## I. DEFINITIONS

- A. "Artisan" shall mean any person who sells items which that person produces.
- B. "Baked Goods" shall mean any baked items that are permitted for sale at a Farmers' Market by the Food & Drug Administration (FDA). Such items may include, but are not limited to, breads, cookies & pies. Owner's name, address, phone number and ingredient label must be on packages.
- C. "Broker" shall mean any person who sells produce, plants, or value-added products which other people produce in Harvey and adjoining counties.
- D. "Plant" shall mean any herb, flower, or potted plant.
- E. "Produce" shall mean any fruit, vegetable, or honey.
- F. "Producer" shall mean any person who sells produce, meat, eggs, or plants which that person has raised, grown, or produced on land which that person or family member owns or leases.
- G. "Non-Producer" shall mean any person who sells baked goods, produce, plants or value-added products which other people produce, make or manufacture in Harvey and adjoining counties.
- H. "Stall" shall mean any area designated by the manager as a place for selling approved market items.
- I. "Value-added" shall mean any food item that must be produced in a licensed facility. Such items may include, but are not limited to salsa, pickles, and BBQ sauces.
- J. "Vendor" shall mean any farmer, gardener, artisan, producer, or non-producer occupying a stall and transacting sales during normal market hours.

## **II. PURPOSE & OBJECTIVES**

- A. To provide a place where vendors can sell locally produced items directly to customers.
- B. To provide a place where locally produced baked goods, plants, produce and value-added items can be purchased in quantities suited to the needs of the consumers.
- C. To advise local consumers of the availability of locally grown, high quality, fresh produce; locally produced art and craft items; locally manufactured value-added food items.
- D. To encourage the increased production of quality produce for local consumption, and the further development of a market for arts and crafts items, baked goods, and value-added food items.
- E. Be a leader in the local food network, incorporating diverse vendors, products, demonstrations, and education, as well as a community gathering space for all ages.
- F. Establish a local food market fostering connections between producers and consumers.

## **III. REQUIREMENTS**

Any vendor who wishes to become eligible for membership in the market shall fill out an application and be approved by the market manager. The requirements for membership include, but are not limited to the following:

- A. All vendors must complete and sign the contract by opening day.

- B. Members must reside in Harvey County or any adjoining county (Reno, Sedgwick, Butler, Marion, McPherson) and make or manufacture their wares in those counties.
- C. All fees and membership dues shall remain current.
- D. Members must comply with the Rules and Regulations of the Market. A vendor not following rules and regulations can be asked to leave the market permanently.

#### **IV. WHO MAY SELL**

- A. Artisans must reside in Harvey County or any adjoining county (Reno, Sedgwick, Butler, Marion, McPherson) and make or manufacture their wares in those counties.
- B. Producers must reside in Harvey County or any adjoining county (Reno, Sedgwick, Butler, Marion, McPherson) and grow their produce and/or plants in those counties.
- C. Brokers are not permitted to sell except in instances where produce is offered for sale that cannot or is not presently produced in Harvey County or any adjoining county (Reno, Sedgwick, Butler, Marion, McPherson).

#### **V. WHAT MAY BE SOLD**

- A. Produce and Plants.
  - 1. Only fresh Kansas-grown produce and products may be sold. Produce should be mature, but not overripe, void of decay, have good external and internal appearance and must be clean and free of contamination.
  - 2. Plants must be high quality and free of insects and disease.
    - a) Herbaceous plant materials such as cut flowers and bedding plants may be sold.

b) Woody plant material such as roses or shrubs may not be sold unless they are inspected and licensed by the Kansas State Board of Agriculture.

3. Samples may be given in accordance with the guidelines given in section VII. H

4. Potentially hazardous food will not be allowed for sale at the market. Such items may include, but are not limited to milk, milk products, fish, or shellfish. Exceptions may be made only if the vendor provides the proper temperatures in a refrigerated unit.

a) Eggs must be refrigerated at 45°.

b) Meat must be kept frozen.

c) Home canned fruits & vegetables shall not be sold at the market.

#### B. Arts & Crafts

1. All items for sale in the stall during market hours shall be produced by the vendor.

2. Acceptable works include, but are not limited to – oils, watercolors, acrylics, drawings, pastels, graphics, weaving, photography, quilting, macramé, soft sculpture, dolls, toys, woodcarving, woodcrafts, pottery, ceramics, metal sculpture, constructions, folk arts, crafts, and jewelry.

#### C. Baked Goods and Value-Added

1. Packaging shall retain the sanitary conditions of the contents.

2. Labeling shall include the following information:

a) Common name of product (i.e., Scone, Pie, etc.).

b) Name, street address, city, state, zip code and phone number of the producer. Post Office box numbers are not allowed.

c) Net weight or numerical count.

- d) Ingredient list with items in descending order of predominance by weight.
- e) If there is not a label on the baked goods or value-added packaging it cannot be sold.
- f) The Harvey County Farmer's Market has a griddle/grill available for its vendors for a fee. According to the *Farmer Markets in Kansas Regulations Booklet*, you can prepare samples as many times as you want. You cannot charge for the samples or meals that you may prepare. You can accept donations though. If you would like to utilize the griddle/grill to make samples of your products or meals, you may use it for a small fee of \$10.00. The fee covers the propane that is used and supplies to clean the griddle afterwards. If you use the griddle/grill, you are responsible for cleaning it up and getting it ready for the next person. You may utilize the griddle/grill up to 6 times per year, per person. There will be a sign-up sheet and will require at least two weeks notification if you want to use it.

#### Chef demonstrations

If the resulting food of the chef demonstration is offered as a sample (at no cost, small quantities), there is no limit to the number of times per year such samples can be offered.

If the resulting food offered does NOT meet the sample definition (offered at a cost or larger portions), that individual can do six or fewer such demonstrations per calendar year without a license.

*- Even if not licensed, the chef must still follow the "Sanitation and hygiene requirements for exempt food establishments" listed in Kansas State Regulation 4-28-33. This is like the provisions for licensing for a Food Service Establishment or a Mobile Unit (see section on Selling Prepared Foods and Baked Goods).*

## **VI. HOW PRODUCTS MAY BE SOLD**

- A. Produce may be sold by weight, volume, or count. If selling by weight, your scales are subject to inspection by the Division of Weights and Measures. Certified, oil-balanced and spring scales (stating "Temperature Compensated") are regulatory for trade. Digital scales are acceptable as well.

- B. Only retail sales shall be permitted. A vendor who is leaving may sell remaining items at wholesale to the retail seller.
- C. Vendors shall have the individual privilege and responsibility to establish prices for the items in their stall. NOTE: Take pride in the quality of your fresh products, avoid underpricing. Producers commit an offense if they agree with other vendors of like items to fix or raise prices.
- D. Vendors may provide containers or sacks for the consumers.
- E. Vendors shall post a sign in a conspicuous manner in their stall identifying that vendor by name. Lettering shall be clearly legible.
- F. Vendors shall clearly indicate prices for all items offered for sale in their stall.
- G. Vendors shall be prepared to offer change to customers.

## **VII. EXCHANGES AND REFUNDS**

Exchange of and/or refunds on products will be left to the discretion of the individual vendor.

## **VIII. SANITATION AND HEALTH REQUIREMENTS**

- A. Vendors shall provide their own waste containers with lids at booth.
- B. All produce shall be stored and displayed at a minimum of 18" above ground. Produce shall be sold whole (no halves or slices).
- C. No pets will be permitted within the market area. Service animals are allowed and will not be discriminated.

- D. Vendors are responsible for keeping their stall in neat, clean, and sanitary conditions. The market manager will inspect each stall before the vendor leaves for the day.
- E. At the end of the day, vendors are responsible to police and clean their general area of the market. After all, we are guests on the selected site, and we will want to use it again. Vendors are responsible for their own trash.
- F. Restroom access and hand washing facilities are required by law. Help keep them clean, so we do not lose them.
- G. Produce shall not be washed in the restrooms or at the market. Someone is paying the water bill and any muddy run-off is a general health nuisance. If necessary, produce shall be washed and free of contamination before arriving at the market.
- H. Samples may be offered provided they are kept in covered containers. Hands should be kept clean and must be washed after smoking. No tobacco is to be used around the preparing area. Knives, cutting boards, etc. must be washed and cleaned up after each use. Vendors preparing samples must be clean, presentable, and free of any communicable disease.
- I. If vendors use wet burlap bags, sack cloth or other fabrics to protect produce from the elements, such fabrics shall be thoroughly laundered and cleaned prior to market hours. The market manager shall have the final determination concerning the cleanliness of such fabrics.
- J. Vendors shall park vehicles in only those areas designated for market stalls or vendor vehicles.

- K. Vehicles used in the transportation of items for the market shall be clean with no solid waste or foreign matter. Damaged or spoiled items shall be removed by the Vendor.
- L. No bicycles or motorized vehicles other than those of the vendors and market manager shall be permitted in the area designated for market stalls.
- M. Smoking at the market is prohibited.

## **IX. VENDOR STALLS**

- A. Tables shall be set up in designated areas only to facilitate the flow of consumer traffic. Vendors shall provide their own tables.
- B. Vendors may consider having 2 people per stall so that the stalls are never left unattended. While other vendors may be willing to watch another vendor's stall, each vendor is ultimately responsible for his or her products and/or losses incurred.
- C. Unattended stalls shall be handled at the discretion of the market manager.

## **X. SALES TAX**

- A. Collecting
  1. Vendors shall be responsible to collect all local and state sales tax.
  2. Vendors may include sales tax in the price, so it is easy to make change.
- B. Remitting
  1. Vendors are encouraged to obtain their own sales tax number and file taxes accordingly with the Ks. Department of Revenue.

2. Vendors that do not have a sales tax number shall calculate the sales tax collected based on their daily market sales. Said amount shall be reported and remitted to the market manager before the end of each market day.

## **XI. FEES**

The membership year shall be for the fiscal year from January 1 – December 31 inclusive.

A. The following schedule shall be used to collect stall fees.

Stall fee is 5% of sales rounded down to the next lower \$10.00 increment,

i.e.: less than \$10.00 = \$0 stall fee

i.e.: \$137.00 in sales round down to \$130 (x.05)

i.e.: \$415.00 in sales round down to \$410 (x.05)

1. Unless special arrangements have been made, the market manager will collect the stall fee from each vendor before they leave the market.
2. Vendors shall also supply the market manager with information on their total sales for the day prior to leaving.

B. Membership fees will be paid annually by each vendor in the amount of \$20.00. This fee will be used to generate operating money for the market.

C. These generated fees will be used to pay for the manager's time and effort, advertising, and other costs.

## XII. SCHEDULE

- A. The market is located at **301 N. Main, Newton, KS.** (Just West of The Breadbasket in Newton, KS).
  
- B. Saturday markets will begin approximately the 3<sup>rd</sup> Saturday in May, with hours of operation of 8:00 AM until 12:00 PM and will operate every Saturday through approximately the last Saturday in October, with the final market day as specified by the Market manager.
  
- C. Tuesday markets will be announced by the Market Manager, with hours of operation from 3:00 PM until 5:30 PM and will operate every Tuesday through the last Tuesday in October, with the final market day as specified by the Market Manager.
  
- D. Vendors are asked to be at the market site at least 30 minutes prior to start times. Stalls will be allotted on a first-come, first-served basis.
  
- E. Vendors shall not sell prior to 8:00 AM (Saturday) or 3:00 PM (Tuesday).  
Customers shall not be allowed in the stall area until it opens at 8:00 AM (Saturday) or 3:00 PM (Tuesday).

### **XIII. MARKET MANAGERS DUTIES**

- A. It shall be the duty of the manager to:
1. Exercise general supervision and control over the market and collect appropriate fees.
  2. Enforce rules and regulations governing the conduct of business at the market.
  3. Designate stalls which vendors shall use, plus areas and parking spaces which customers shall use. Assign stalls to the vendors attending the market.
  4. Calculate and remit sales tax for those vendors without a sales tax number.
- B. Complaints and/or disagreements between consumers and/or sellers shall immediately be reported to the market manager. Details of such incident shall be offered to the manager as the manager deems necessary.
- C. Vendors failing to comply with the rules and regulations as stated in this publication shall have their stalls declared vacant. Members may be asked to permanently leave the Market.
- D. The manager has the right to refuse stall assignment to any vendor who has been found guilty of willful violations of the rules and regulations as specified in this publication.
- E. The manager shall have full authority to eject any vendor, customer or other person who willfully refuses to conform to the rules and regulations as specified in this publication without refunding the stall fee or membership fee.



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