**RENO COUNTY PRODUCERS MARKET, INC.**

**OPERATIONAL RULES**

Adopted 4-22-85 Revised 10-20-14

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*Throughout this document, "the Market" and "RCPM" shall refer to the Reno County Producers Market, Inc.*

**I. OBJECTIVES**

A. To provide a place where producers of fresh produce and handmade goods may sell directly to consumers.

B. To advise local consumers of availability of locally produced, high quality, fresh produce and other farm products. Local produce is defined as being grown in Reno County and counties adjoining Reno County.

C. To encourage greater producer participation in the direct marketing of produce.

D. To encourage increased production of quality products for local consumption.

**II. WHO MAY SELL**

A. Only Kansas growers or producers may sell. A grower or producer is any vendor offering for sale articles which have been raised, grown or produced only by himself, members of his/her household, or persons in his/her employ. The RCPM Board of Directors reserves the right to verify production.

B. All vendors must have on file with Reno County Producers Market, a current Vendor Agreement and Application. No vendor will be allowed to sell without the before mentioned forms signed and in the possession of the Reno County Producers Market.

C. VENDOR CATEGORIES

Only vendors in the following categories are permitted to sell at the Reno County Producers Market.

**Producers**

Producers raise the produce, plants or animals that they sell at the Reno County Producers Market. Producers may include someone who processes produce grown by the vendor into a value-added product such as jams or cider. Producers may also include someone who raises the basic ingredient(s) of a product, but who must send it out for fundamental processing before creating the value-added product. Such vendors might include those producers selling emu oils, frozen/smoked meat, etc.

**Processors**

Processors are persons or entities offering food products (such as baked goods, jams cheeses, meat products, etc.) that have added value to their product through some sort of "hands-on" processing. Processing must meet all federal, state, county and local requirements. All appropriate permits and licenses shall be displayed whenever a processor is selling at the market.

**Value-Added Crafters**

Value-added crafters are persons or entities that craft with their own hands the products they offer for sale at the Reno County Producers Market.

1.

**Prepared-Food Vendors**

Prepared-food vendor's offer freshly made foods, available for sale and immediate consumption on site at the Reno County Producers Market. Prepared-food vendors shall possess and maintain all required federal, state, county and local permits. All appropriate permits and licenses shall be displayed whenever a prepared-food vendor is selling at the Market.

D. ADMISSION OF AN APPROVED VENDOR

1. To become an approved vendor for the Market, a vendor must complete a Vendor Agreement and Application. All items intended for sale shall be listed on the Application and only those items approved for sale will be allowed. The Vendor Application must be submitted to the Reno County Producers Market and approved prior to the seller exercising the privilege of selling at the Market. The completed forms shall also include copies of all appropriate certificates and permits.

2. Only approved vendors shall be admitted to sell at the Market.

3. Admission to the Market shall be subject to consideration of an approved vendor's history of compliance with federal, state, local government and market rules.

4.All approved vendors must have a current Kansas Sales Tax number, and must have paid their membership dues for the current market year.

5. The number of approved vendors stall spaces for each category of products shall be set by the Reno County Producers Market Board of Directors.

**III. WHAT MAY BE SOLD**

A. All agricultural produce must be fresh to 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.

B. All Kansas farm products grown by the vendor may be sold. Farm products which are not grown by the vendor and which are not in competition with producers in Reno County and counties adjoining Reno County may be sold, if labeled clearly with point of origin. However, these products cannot compose more than 50% of display unless specifically approved by the Board of Directors.

C. Fresh farm eggs shall be sold as nest-run (i.e. not graded). Such egg sales shall be sold only to household customers. The eggs must be clean and free from checks. If containers are used for the sale of eggs, they must be either new or relabeled with producers name and address. If fertilized eggs are to be sold, the prospective buyer must be informed of this. The eggs must be from the producer's (i.e. seller's) own flock of hens. Vendor shall have license(s) as needed.

D. Certain products have not received the approval from the local health authorities for inclusion at the Market, and others require special handling and treatment.

1. NO potentially hazardous food will be sold at the Market. Potentially hazardous foods include milk and milk products, freshly slaughtered meats, poultry, fish and shellfish.

2. Home canned fruit and vegetables will NOT be sold at the Market.

3. Anyone wishing to sell such prohibited items and products MUST check with the local health department and become certified on an individual basis. Anyone already certified may sell such items at the Market upon presentation of certification to the Market Manager. The transportation, display, storage and sale of such items must be in compliance with Kansas health codes and regulations.

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4. Processed foods - this includes baked goods, jams, jellies, and honey. Every food in package form MUST bear the following specific information on its label:

(a) common and usual name of product,

(b) name and address of manufacturer,

(c) contents of the package,

(d) a list of all ingredients, in the order of their preponderance.

Labeling information may be obtained from the Bureau of Food and Drugs, Dept. of Health and Environment, Topeka, Kansas 66620. Baked goods must be individually wrapped and protected from contamination, and vendor kitchens will be subject to health department inspections.

E. Crafts will be allowed, but must be made by exhibitor or member of immediate family.

**IV. HOW MAY PRODUCT BE SOLD**

A. Product can be sold by weight, volume or count. If selling by weight, the vendor's scales must have current inspection certificate for trade. Therefore, selling by count or volume may prove to be easier. However, scales may be desired to give the customer an idea of the weight of the volume sold. Such a scale should be marked "For Estimate Only."

B. Both retail and wholesale sales are permitted.

C. Each vendor must post a sign in a conspicuous manner in his/her stall area, identifying the vendor by name. Lettering must be clearly legible.

D. All vendors should prepare on poster board or cardboard in large print a list of their products and prices, or in some other way indicate the prices of various products and whether priced with or without tax.

**V. EXCHANGES AND REFUNDS**

Exchanges of produce and/or refunds on produce will be left to the discretion of the vendor.

**VI. SANITATION AND HEALTH REQUIREMENTS**

A. All food items must be stored and displayed at a "reasonable" distance above the ground (minimum of 6 inches). Melons and other produce must be sold whole (no halves or slices).

B. No pets are permitted within the Market. Signs will be posted.

C. Each vendor is responsible for maintaining his/her sales area in a neat and clean sanitary condition.

D. No bicycles or moving licensed motorized vehicles are permitted in the Market proper during Market hours. Bicycle racks are located at the north end of the building.

E. Samples may be given provided they are kept in covered containers. Knives, cutting boards, etc., must be immediately washed and cleaned up after each use. Individuals preparing samples must be free of any communicable disease.

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F. Vendors and patrons are prohibited from using tobacco products on the Market property.

**VII. STALLS**

A. Stalls may be set up only in designated stall areas. This will facilitate the flow of consumer traffic.

B. It is the vendor's responsibility to set up their own stall and/or tables, although vehicle tailgates or trunks will suffice.

C. Reserved Stalls.

Members who have reserved a stall the previous year will get first choice of that same stall for the following year if the deposit fee is paid at the annual meeting, held in January.

If a member who had reserved a stall from the previous year does not pay for the same stall at the annual meeting, they forfeit the right to first choice of that stall. These stalls are then vacant, and become available to other members.

A vendor must be present at their reserved stall, to offer for sale approved products which have been raised, grown or produced only by himself, members of his/her household, or persons in his/her employ. A reserved stall may not be sub-let (allowing others to use that reserved stall when the reserving vendor is absent). Subletting would violate the Member agreement with the Market.

A member not using their reserved stall on a particular day shall inform the Market Manager by at least **one half hour** before market starting time.A reserved stall unoccupied by the original renter one half hour before opening of the market will be declared vacant and available if no prior notice was given nor received by the Market Manager.

A vendor is to use the assigned stall each market day unless the Market Manager notifies the vendor of any different arrangements.

D. Members will be permitted to rent no more than 2 stalls. Requests for additional stalls maybe approved on a single day basis.

**VIII. STATE TAXATION**

Vendors are individually responsible for assessing each purchaser in Hutchinson the current applicable tax rate on their total purchase price in keeping with Kansas state sales tax regulations. The Kansas Department of Revenue requires all farmer's market vendors to obtain a Kansas Sales Tax number and to remit collected sales tax to the state of Kansas.

**IX. FEES**

A. The annual membership fee will be determined by the Market Board of Directors annually. The cost for 2015 is $25.00 per membership + the current sales tax for Hutchinson.

B. The following stall fees will be in effect for the 2015 market season.

SALE DAY FEE: Full (Outside) Stall $12.00

Half (Inside) Stall $ 6.00

RESERVED STALL FEE: $ 100.00 for one market sale day

$ 125.00 for both market sale days

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**A non-refundable charge** for reserving a stall location for the Market is one payment of $100.00 (one weekly sale day) or $125.00 (two weekly sale days) per stall, per season. This fee covers the reservation only, not the annual membership fee or the stall fee.

**Annual Stall Fees** The annual stall fee is the stall rent for the entire season; **it does not include the membership fee or the reserved stall fee.** The annual stall fee must be paid on or before the 1st market day of the current market year; it represents a discount in stall rent when paid in advance.

2015 Market Season:

Saturday only: FULL STALL $ 250.00 ($ 300.00 when paid weekly)

Half STALL $ 125.00 ($ 150.00 when paid weekly)

Midweek only: FULL STALL $ 220.00 ($ 264.00 when paid weekly)

Half STALL $ 110.00 ($ 132.00 when paid weekly)

Saturday & Midweek: FULL STALL $ 470.00 ($ 564.00 when paid weekly)

Half STALL $ 235.00 ($ 282.00 when paid weekly)

C. TABLE RENT: $2.00 PER DAY PER TABLE

The market owns a limited number of tables, which can be rented on a first come first serve basis.

D. The Reno County Producers Market, Inc. is a not-for-profit organization, and the generated income will be used to advertise, pay insurance, pay the Market Manager's compensation, purchase supplies, and pay any other operating or budgeted expenses.

**X. SCHEDULE**

A. The Market will begin **two Saturdays before Memorial Day and will run through the end of October.**

B. The Saturday Market will be open at 7:30am and will close no later than 12:30pm.

C. The Wednesday Market will be open at 10:00am and close at 2:00pm. The board will decide the schedule annually.

D. Vendors are required to be at the market site **1/2 hour before opening time and set-up completed before opening time.** Vendors must communicate with the Market Manager at least **one half hour prior to opening time** if they will be absent. Spaces are allotted on a first come first serve basis, except for reserved stalls.

E. NO SALES BEFORE **7:30 AM** for Saturday and **10:00 AM** for midweek.

Vendors shall not permit the selection, bagging, gathering, etc. of products prior to the starting time.

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**XI. CONDUCT**

A. Vendors at the market shall conduct themselves in a pleasant and courteous manner. Vendors shall avoid using all unduly loud, vulgar, profane or otherwise disagreeable language. They shall further avoid being in an intoxicated condition.They shall further avoid any belligerent action or actions that lead to or promote disputes, disagreements, slander, or altercations with other vendors, prospective customers, visitors, entertainment, or any other person on the Market premises. Each vendor should arrange products to avoid customers from invading neighboring vendor's space. Vendors faced with any before mentioned actions, shall first bring the action to the attention of the Market Manager and the Board of Directors for resolution. Vendors not wishing to nor adhering to following these procedures maybe removed from the Market for an unspecified term. The grievance procedure is under separate section of these Market regulations, Complaints and Disagreements.

B. Children of a vendor shall be the responsibility of the vendor, appropriately watched and supervised.

**XI. COMPLAINTS AND DISAGREEMENTS**

Any complaint, grievance, or disagreement arising from a consumer and/or vendor, shall be immediately related to the market day Manager and in such detail deemed necessary by the Manager. If the situation cannot be rectified on the spot, the matter shall be referred to the Board of Directors of the Reno County Producers Market, Inc.

**XIII. ENFORCEMENT OF RULES**

The Vendor will be issued a written notice of specific rule(s) violation(s). A 2nd written notice will result in a suspension from the Market for the duration specified by the Reno County Producers Market, Inc. Board of Directors. Final notice will revoke vendor privileges for the remaining Market year; and fees paid will be forfeited.

The Market Manager has all authority to enforce all rules and any occupants failing to comply shall have their spaces declared vacant at the discretion of the Reno County Producers Market, Inc. Board of Directors.

**XIV. POLICY OF NON-DISCRIMINATION**

The Reno County Producers Market does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff or subcontractors, selection of volunteers and vendors, and provision of services.  The Reno County Producers Market is committed to providing an inclusive and welcoming environment for all members of the organization, volunteers, subcontractors, vendors, and patrons.

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