

Red Stick Farmers Market Food Fair Rules and Regulations

Red Stick Farmers Market Food Fair (RSFM) is a special project of the Big River Economic and Agricultural Development Alliance (BREADA). *Red Stick Farmers Market is a producer only Farmers Market.*

The mission of BREADA is to build a healthy & strong local food system; increase sustainability of independent local farmers, fishers and food producers; and foster stewardship of land & community through public markets.

MARKET VISION: RSFM supports the development of a local agricultural economy that will foster stewardship of our land and our communities in the following ways:

1. Provide a forum creating community among farmers, agriculturists, and consumers.
2. Educate consumers about local farming and seasonality of production
3. Offer a market setting for small family farms to sell their goods directly to consumers
4. Incubate new farms, farm-related businesses, and encourage farmers to transition from part-time to full-time farming.
5. Assisting new entrepreneurs who sell food and farm-related products and who make use of locally-grown ingredients to gain entry into the local market, and
6. Bring people together from throughout the Baton Rouge and surrounding parishes.

Basic Tenets of the Red Stick Farmers Market:

- I. Always uphold the mission and vision of the organization.
- II. Continuity and reliability are critical. All full-time vendors are expected to participate in the Market on a regular basis throughout the year.
- III. **You must grow it, or otherwise produce it, to sell it.**
- IV. No surprises. The Market Coordinator's approval is required if you are going to have a change in product, add a different type of product, change farm/business operational mode, or otherwise deviate from your normal operation.
- V. You must stay for the duration of the Market.
- VI. You should offer enough product volume to sell for your allotted time.

When in doubt, contact the Market Coordinator. BREADA is here to assist and work with you.

Most importantly: **WORK TOGETHER**

RULES AND REGULATIONS

ELIGIBILITY REQUIREMENTS

All persons must produce the fruits, vegetables, plants, herbs, flowers, meats, eggs, dairy products, baked goods, jellies, jams, honey and/or other products that they intend to sell in the RSFM to be eligible to participate in the Market, subject to the following rules.

I. General Rules

- a. **Definition of Vendor and Farm/Production Facility:** All products sold must be grown or otherwise produced by the vendor. "Vendor" will be defined as the producer of goods sold and will include the spouse, siblings, children, parents and employees of the applicant who assist in cultivation and/or production at the same property listed in the attached Vendor Application under the "Farm/Business Name." The term "employee" is also construed to include part-time or seasonal contract labor and/or contract services as long as the labor or services are performed under the "responsible charge" and oversight of the vendor. Produce grown or products produced at a location not listed in the application are not eligible to be sold except as noted in paragraph (C) below. A vendor may not sell products grown or produced by others except as noted in paragraph (C). The vendor warrants the quality of all his/her products when they are offered to the public.
- b. **Cooperatives:** The participation of true grower cooperatives is encouraged but proof of cooperative membership and organization (By-laws, articles of incorporation, etc) is mandatory. In this case, the address of each farm participating in the cooperative and the name of each farmer should be included in the application.
- c. **Value Added Products:** Those selling value added products such as jams, jellies, salsas, hot sauces, and similar products are expected to grow or wild-harvest at least one major ingredient in their product(s). For example they can grow the mayhaws in mayhaw jelly, grow tomatoes and peppers for salsa, or harvest dewberries for dewberry jelly. One vendor can also sell ingredients (e.g., fruits, vegetables, and other products) to another vendor who would then produce value-added products when it is unfeasible or not economical for the initial vendor to produce the value-added product. A vendor can also engage contract services on or off the vendor's facility to produce value added products from the vendor's own ingredients as long as the vendor maintains responsible charge and oversight of the services. To the extent possible when contract services are utilized, the vendor must also ensure that the product is not commingled with non-vendor produced product. The vendor warrants the quality of the finished product. Vendors are strongly encouraged to give preference to other vendors and support each other for the production of value added products. ***The Market Coordinator and the RSFM Advisory Committee must approve the value added products prepared by contract services.***
- d. **Exceptions:** Baked goods (e.g., breads, pies, cakes and cookies), frozen foods, and other prepared food products are exempted from rule C. Vendors of baked goods and frozen foods must bake or otherwise prepare their own products. No commercially prepared products can be sold. **Vendors of these baked/prepared food products are strongly encouraged to buy key ingredients for their products from other vendors** when possible.
- e. **Permitted Items for Sale:** Items allowed for sale may include fruits, vegetables, berries, nuts, plants, herbs, flowers, honey, jams, jellies, and wine not to be consumed on site. Other products such as baked goods, soups, and frozen foods prepared by the vendor and grains that are grown by the vendor are also permitted. Fresh or frozen fish and seafood are permitted, provided the product is captive-raised or wild harvested by the vendor. Fresh or frozen meat, meat products, poultry and other animal products, including dairy and eggs, are also permitted for sale, provided the products are raised & produced by the vendor. In order for the Market to ensure an appropriate product mix, vendors are permitted to sell only the items that are listed on their vendor application. Vendors who want to introduce new products must contact the Market Coordinator to make an amendment to their vendor application.
- f. **Farm Crafts and Services:** "Farm crafts" are defined as those crafts that have been traditionally produced on the farm using farm products. These crafts include beeswax candles, soaps, hand-dyed yarns (from local cotton and wool), and woven goods from local materials. "Services" include tool sharpening, provision of agricultural and nutrition information, and related activities or services. These may be allowed at the discretion of the RSFM Advisory Committee and the Market Coordinator.
- g. **Vendor Application and Product Verification:** Prospective vendors intending to sell at the RSFM must file an application with BREADA. The application is attached; it states that the prospective vendor is the actual grower or producer of the specific items intended to be sold in the Market. The applicant may begin selling at the Market on the

second Market day after the application has been approved. The purpose of this delay is to maintain continuity and order in the Market for both customers and existing vendors. This delay may be waived at the discretion of the Market Coordinator and/or the RSFM Advisory Committee. The Market Coordinator will review the application with the RSFM Advisory Committee for approval authority. All vendors may allow BREADA representatives, including BREADA staff and/or parish Cooperative Extension personnel to inspect their production facilities at any time, with or without notice, to ascertain that products sold are being grown or otherwise produced on-site so as to maintain the integrity of a producer-only growers' Market. Products designated as "organic" must be certified by an approved organic certification company in compliance with LDAF>

h. Health Regulations: All vendors participating in the RSFM must comply with the sanitary rules and regulations of the Parish and State Health Departments. All seafood, fish, meat, meat products, poultry and dairy products must be raised, harvested, prepared for sale, packaged and displayed in accordance with current local, state, and federal regulations. All produce must be fresh (not last week's produce on sale today) and elevated off the ground by at least 6 inches. Farmers must follow state and federal pesticide control laws. Value-added products must be produced in accordance with state health regulations, which in some cases may require preparation in state-approved commercial kitchens. Food samples, if offered, must be provided to the public in appropriate containers, maintained at an appropriate temperature and handled in accordance with health regulations. No open flame cooking equipment (camp stoves) may be used at any time. The Market Coordinator can deny a vendor permission to offer food samples for reasons such as extremely hot weather and/or if a potential health issue is raised.

i. Market Coordinator Duties will include the following:

- Management of Red Stick Farmers Market;
- Collection and forwarding of rents or fees;
- Recording of attendance;
- Evaluation of vendor applications and inspection of vendor facilities;
- Serve as liaison between BREADA and the RSFM Advisory Committee, approved vendors, and external entities;
- Resolution of minor disputes on behalf of BREADA
- Report to the BREADA Board of Directors on vendor applications and decisions regarding operation of RSFM;
- Inform formally the BREADA Board of Directors and RSFM Advisory Committee any known or alleged violations of the guidelines.

All decisions made by the Market Coordinator are subject to review and revision by BREADA Board of Directors.

j. Red Stick Farmers Market Advisory Committee:

- **Function:** The function of the Market Advisory Board is to review new vendor applications, review new product appeals by existing vendors *if necessary*, resolve customer or vendor complaints, and make Market policy suggestions to the BREADA Board of Directors.
- **General Responsibilities:** Advisory Committee members will be asked to attend 3 to 5 meeting per year, each lasting approximately 1 to 1 ½ hour(s). Each member is asked to present the perspective of his or her respective category in decision-making, but *should always consider the goals and purposes of the entire market in voting*. Advisory Committee members should also serve as a channel of communications between Market vendors, customers, and management. Advisory members should be familiar with the Rules and Regulations of the Red Stick Farmers Market.
- **Election:** Red Stick Farmers Market vendors may elect annually representatives to the RSFM Advisory Committee from its membership. Only members in good standing who have met their annual membership dues requirement at the time of election are eligible to be placed on the ballot for election. Members shall serve a one-year term, beginning in January following the election. Committee members may serve 3 consecutive terms if elected and then must sit out a year before re-election to the Advisory Committee.
- **Ballot:** The Market Coordinator will prepare a ballot for distribution to members in good standing. Representatives elected include one representative from each of the following categories: Baked Goods and Value Added; Meat, Seafood and Dairy; Plants and Flowers. Two representatives may be elected from the Fruit and Vegetable category and the At Large. The Market Coordinator will serve as an ex-officio member of the Committee and serve as Facilitator for meetings when requested.

k. The Duties of the Advisory Committee Representatives include the following:

- Attend scheduled meetings of Advisory Committee;
- Represent the mission of BREADA to other farmers and members of RSFM, shoppers and the community;
- Show fairness in consideration of new applicants;

- Recommend to the Board the approval of application of new vendors;
 - Review issues and recommend expulsion of any members who are in violation of the Rules and Regulations;
 - Advise the Market Coordinator on all matters that directly impact the operations, stability and growth of the Market;
 - Mentor new members;
 - Take a leadership role in advocating issues important to the Market;
 - Serve as a channel of communication to other vendors;
 - Assist in implementation of strategies that will continue to reflect the mission of the organization;
 - Serve as advisors to the BREADA staff.
- i. Weekly Rent:** All approved vendors who sell goods in the RSFM are required to pay rent to BREADA for the space that they use. Rents due from each approved vendor will be collected during Market hours by the Market Coordinator, who will be responsible for the recording of all rent due, all rent paid, and providing receipts to vendors. The Market Coordinator will record income received and deposit the cash and checks in the night deposit on Saturday in accordance with the BREADA Accounting Controls. The Market Coordinator's records of rent paid will be open for inspection at all times.
- m. Market Location:** The RSFM will operate in downtown Baton Rouge on Saturdays. Its location is on North Fifth Street between Main Street and North Streets including the corners at each end of the city block. In case of inclement weather, the Market will operate inside the Galvez Parking Garage on Main Street. The Tuesday Mid Week Market will operate seasonally from April until December, weather permitting, currently in the front parking lot of the Unitarian Church of Baton Rouge, 8470 Goodwood Boulevard (or at other locations as determined by the RSFM Advisory Committee with approval by the BREADA Board of Directors). The Thursday Mid Week Market will operate currently at Pennington Biomedical Research Center at 6400 Perkins Road year round, weather permitting. The days of the week and seasons of the year for the Mid Week market will be determined by the Market Coordinator.
- n. Red Stick Mobile Farmers Market:** In addition BREADA operates a mobile farmers market for special events and to serve low food access areas of the community. The mobile farmers market operates seasonally. All vendors are welcome to participate. Location & times will be announced at the beginning of each season.
- o. Hold Harmless Clause and Insurance:** All authorized vendors participating in the RSFM shall be individually and severally responsible to BREADA, the Red Stick Farmers Advisory Committee, the City of Baton Rouge/Parish of East Baton Rouge, and the State of Louisiana at the Saturday Market and the Unitarian Church of Baton Rouge (Church) at the Mid Week Market & Pennington Biomedical Research for Thursday Markets & other organizations supporting sites for the Markets - for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' negligence or that of its agents, and employees. All vendors hereby agree to indemnify and save BREADA, the Red Stick Farmers' Advisory Committee, the City-Parish, the State of Louisiana, and the Church et al from any loss, costs, damages, and other expenses, including attorney's fees, suffered or incurred by BREADA, the Red Stick Farmers' Market Advisory Committee, the City-Parish, the State of LA and the Church by reason of the vendors negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify BREADA, the Red Stick Farmers' Advisory Committee, the City-Parish, the State of LA and the Church for negligence, its servants, agents, and employees. Because no insurance is provided to participants in the RSFM, each vendor must carry his/her own product liability insurance and cover any liability incidents related to damage caused to persons or property by a vendor's vehicle. *At the request of the City of Baton Rouge, proof of both product and vehicle liability insurance should accompany your application to sell at the Market.*
- p. Space Assignment:** The designation and allocation of vending spaces will be the responsibility of the Market Coordinator. The Market Coordinator will assign spaces on or before Market day. Designated spaces are not guaranteed and during peak seasons, vendors may be assigned different vending spaces. Every effort will be made to keep vendors in general areas, but that is not guaranteed. Working together is always appreciated. Spaces are assigned based on seniority and regularity of attendance, with the exception of the rain day garage location. In this case spaces are assigned on a first-come, first served basis except for vendors whose vehicles are too large to enter the garage. Space for these vendors is to be reserved at the north garage entrances.

Vendors should display produce on tables facing the public; produce may not be displayed on the ground (with the exception of live plants). Well-secured canopies and umbrellas are allowed. Tents and umbrellas, as well as vehicles, tables and merchandise are not to extend into the space of another vendor unless otherwise agreed upon by both

parties and the Market Coordinator. The Market Coordinator has the right to require vendors to change their display if it is deemed to present a safety risk.

Fees are determined on a per space basis. A space is generally defined as a space measuring 10 feet by 24 feet deep, or the equivalent of a 10 x 10 tent space. Any expansion beyond one space into any part of another will require that rent be paid for the whole of that additional space.

- q. **Time for set up:** The setting up of the Market may begin at 5:30 a.m. on Saturday mornings. Vendors must be in their assigned space no later than 7:45 a.m. Vendors arriving after this time may be excluded from participating in the Market for that day. Neither selling nor bagging will begin before the market bell on Saturdays. Selling shall cease at 12:00 noon on Saturdays. Set up for the Mid Week Market begins at 6:30 a.m. The Mid Week Markets on Tuesday and Thursday time is set for 8:00 a.m. until 12:00 p.m. Vendors are responsible for setting up their displays.
- r. **Clean up:** All vendors will be responsible for the cleanliness of their selling areas during Market hours. Vendors will clean up their areas at the end of each Market day. All vendors agree to bring a broom and trashcan and keep the Market area free of any debris generated by Market activity. Vendors will not use public trash receptacles for disposal of produce boxes and unsold produce. All vendors will load their vehicles and be clear of the parking lot within 30 minutes of close of the Market.
- s. **Pricing, Weights, and Measures:** Each vendor will operate as an individual entity and, as such, each vendor is responsible for setting his/her own prices. However, intentional undercutting and price wars are not allowed. Weights and measures are expected to be in accordance with all applicable local, state and federal rules and regulations. All scales will be approved by the Louisiana Department of Agriculture and Forestry and have current inspection stickers clearly identified.
- t. **Signage:** All vendors must display their farm or business name at their booth for the duration of the Market. Vendors may also be required to display other licenses or permits by state or local regulatory agencies. If a vendor sells out of product, the farm or business name sign must remain at the booth, along with a sign indicating that the vendor is out of product. All signage is subject to approval of the Market Coordinator.
- u. **Labeling:** All vendors are expected to clearly label all products as necessary and in accordance with all applicable local, state and federal rules and regulations.
- v. **Method of Production and Product Quality Claims:** Though vendors selling at the Market are acting as individual business entities, claims made by individual vendors may be perceived by customers to be backed by the Market as a whole. For this reason, claims of specific production practices, and claims that products have specific nutritive or other health benefits, must be supported by analyses or studies, or methods of analysis, which are recognized by state or federal government agencies for purposes of certification. For example, under existing state and federal law only certified organic growers may claim to use organic growing methods. As there is no state or federal certification program for those making "pesticide-free" and related claims, vendors may not make such claims until such a program is established by an official state or federal agency. Disparagement of other vendors' products is strictly forbidden.
- w. **Sales Tax:** Each vendor will operate as an individual business entity and as such, each vendor is responsible for collecting his/her own sales taxes, where applicable. Whereas farmers selling their own produce directly to consumers are exempt from sales taxes, value added producers (i.e. bakers, preserve makers) may be required to pay sales or other taxes (check the local, state and other applicable regulations and follow rules as they apply to you).
- x. **Miscellaneous:** Due to potential liability concerns, no firearms and no alcoholic beverages (except those for legal sale) are allowed. Vendors may not bring or keep pets at their vending space either inside the Galvez Garage or at outdoor booths (with the exception of seeing-eye dogs).
- y. **Regulation of Items by Non Vendors:** No sale or distribution of goods, food, flyers, literature or presentation of performance will be allowed without prior consent of the Red Stick Farmers Advisory. The Market Coordinator will explain to any individual or group who may try to sell or distribute materials at the Farmers Market the process for applying for membership.
- z. **Solicitation:** There will not be any solicitation or materials for solicitation allowed in the Farmers Market during Market hours without prior approval of the Red Stick Farmers Market Advisory.

II. Non Profit Organizations

The Market Coordinator will schedule the participation of non-profit organizations with missions related to farming, gardening, conservation, education, youth and/or nutrition. In some cases at the Saturday Market non-profit organizations may be scheduled inside Main Street Market, if space is not available in Red Stick Farmers Market. If a non-profit organization is scheduled for Red Stick Farmers Market and the non-profit plans to offer items or services for sale, it will pay the same rate as the Farmers/Vendors on a per space basis. **Non-profit organizations at the Market are asked to make a \$30 donation to BREADA as their fee for the space.** All non-profit organizations are asked to complete an application form with the Market Coordinator and will include an explanation for intent and purpose of requesting a booth space.

III. Violations and Complaints

- a. **General:** Any complaint against any vendor regarding the origination of produce or goods, or any other matter, must be directed to the attention of the Executive Director of BREADA in writing. Complaint resolution of matters of this nature is the responsibility of the Executive Director and BREADA's Board of Directors. Together they will determine at their sole discretion what type of investigation, if any, will be conducted in response to written complaints; whether or not the written complaints will be provided to the vendor against whom the complaint is directed; what type of response (written and oral) a vendor against whom a complaint is made will be entitled to make; and the timeframe in which such a response will be made.
- b. **Vendor/Customer Conflicts:** Any conflict, or potential conflict, which may arise between a vendor and a customer must be brought to the attention of the Market Coordinator for resolution, and should further action need to be taken, to the Executive Director of BREADA and its Advisory Committee.
- c. **Sole Discretion:** When BREADA's Board of Directors, or its representatives, determine at their sole discretion, that a vendor has violated any provision of these guidelines, a vendor may receive a warning, temporary suspension, or expulsion from the RSFM.
- d. **Market Coordinator's Suspension Authority:** The Market Coordinator will have the authority to warn or temporarily suspend a vendor for the next Market day, based on the Market Coordinator's personal observation of a violation of the guidelines.
- e. **Cancellation of Application:** BREADA reserves the right to cancel the approval of any vendor's application at any time if and when BREADA finds said vendor in violation of any of the aforementioned guidelines and eligibility requirements. In addition to expulsion from the Market, any vendor found to have not grown or otherwise produced the products he or she sells at the Market may be reported to local and state authorities.

IV. Fees and Penalties

- a. **Membership:** All RSFM vendors are required to pay an annual membership fee of \$90. Invoices will be distributed during June & payment should be received by July 31st. The membership period runs from January 1st through December 31st of each year and will not be pro-rated. New vendors are required to pay their membership fee on the first day that they participate in the Red Stick Farmers Market as a vendor. Membership allows vendors to participate in all Red Stick Farmers Market general votes and to nominate vendors to serve, or to self-nominate to serve on the Market Advisory Committee as a vendor representative. Exceptions to this rule are as follows:
 - i. **Guest vendors:** Vendors may be invited to the Market to participate as guests for special events or some other limited purpose. Guest Vendor participation must be approved by the Market Advisory Committee and/or the Market Coordinator prior to participation. Guest Vendors will pay the \$30 booth fee.
 - ii. **Short Season Fruit Vendors:** Short season fruit vendors are required to pay an annual membership fee of \$50 to participate in the RSFM. Short season vendors are defined as short season fruit growers (peach, pears, plum, persimmon, blueberry, blackberry, mayhaw, apple, raspberry, etc.) who participate in the Market not more than 6 weeks per year. Strawberry and citrus growers are required to pay the regular membership fee of \$90 for their longer season.
- b. **Market Space Rental:** The RSFM needs a stable group of farmers and other vendors to sell each and every week. Rent is charged to provide sustainability for the Market and BREADA. The rent schedule is as follows:
 - i. **\$30 per space per Saturday Market day and \$25 per midweek market space.**
 - ii. In exchange for the vendors' fees, growers will receive a space in the market and participation in promotional events.

- c. **Application Fee:** A non-refundable application fee of \$30 must accompany the attached application form or it will not be considered. A check or money order made payable to BREADA must accompany the application. Payment of the application fee guarantees neither approval of the application nor participation in the RSFM.
- d. **Absence Penalty:** The strength of any Farmers' Market depends on the presence of a number of vendors with a diversity of products. When a vendor sells at the Market, the vendor is operating a small business. As with any business, customers must be able to count on the vendor's regular presence. Similarly, for the Farmers Market to be a success, and for the vendor's business to be a success, each vendor must be able to count on the regular attendance of other vendors. **Continuity and reliability are critical!** For this reason, an absence penalty of \$30 will be assessed to any vendor who does not notify the Market Coordinator at least 48 hours prior to Market opening that they will not participate. Exceptions to this rule are illness, accidents, family and crop crises, and other instances deemed to be legitimate emergencies by the Market Coordinator. A vendor's participation in the Market is expected on days with inclement weather (rain, cold, etc) except in the case of severe weather. Three absence penalties within a year may result in suspension or expulsion of the vendor from the Market. Vendors who wish to return to the Market following an extended absence (two or more consecutive weeks) must contact the Market Coordinator at least ten days prior to the planned return. Disputes will be brought before RSFM Advisory Committee for settlement.

V. **Modifications**

- a. **The Board of Directors of BREADA** reserves the right to revise the RSFM Rules and Regulations at any time and upon the recommendation of the Red Stick Farmers Advisory Committee.

**Red Stick Farmers Market Food Fair
Vendor Application**

Farmer/Vendor Information:

First Name _____ Last Name _____

Farm/Business Name _____

Address _____

City/State/Zip _____ Parish _____

Phone _____ Fax _____ Cell _____

Email _____

Address of Farm, Kitchen or other Facility (if different form above):

Number of Acres in production: _____

Do you plan to participate in the Market year round?	Yes	No	
Are you currently a vendor or have you sold at this Market before	Yes	No	
Do you currently participate or have you ever participated in another Farmers Market?	Yes	No	Where?
Do you currently have product and vehicle liability insurance? Please attach certificates of insurance	Yes	No	
Do you intend to sell raw products (fruits, vegetables)?	Yes	No	
Do you intend to sell value added products (breads, jams, etc.)? If yes, do you prepare your products in a state approved-? Commercial kitchen?	Yes	No	

Product Information: Please specify what you intend to sell at the Market. Specify types of vegetables, baked goods, etc. Use back of page or attach separate list if necessary.

Applicant Statement:

I AGREE to abide by the Rules and Regulations of the Red Stick Farmers' Market; TO TAKE RESPONSIBILITY FOR MY OWN LIABILITY INSURANCE and any and all PERMITS and LICENSES (where applicable); TO ASSIST in the inspection of my farm, market garden, and/or kitchen by agents of the RSFM and of the Parish/County Extension Service; TO SELL only agricultural products produced on my farm or in my garden, and if I produce value-added products, to use ingredients harvested by myself and, if necessary on occasion, purchased from other vendors or local growers. I FURTHER AGREE NOT to hold the Red Stick Farmers' Market or its representatives and employees responsible for any damages rising out of the sales of my products or from my presence on the Market site, and I agree to pay my fees in a timely manner. I FURTHER UNDERSTAND THAT ANY ATTEMPT TO SELL ANY PRODUCT NOT GROWN OR OTHERWISE PRODUCED BY ME IN ACCORDANCE WITH THESE RULES AND REGULATIONS WILL RESULT IN MY IMMEDIATE EXPULSION FROM THE RSFM, that I will be reported to the proper authorities, and that state statute allows for possible fines and imprisonment.

Signed: _____ Date: _____

\$30 Non-Refundable Application Fee Attached: _____ Check _____ Money Order _____

Please make payable to BREADA. Mail application and fee to BREADA, P. O. Box 3976 Baton Rouge, LA 70821