



## Sandy Springs Farmers Market 2011 Mission and Rules and Regulations

### MISSION AND PURPOSE:

The **Sandy Springs Farmers Market** (the "Market") exists to provide a central gathering place in downtown Sandy Springs, Georgia to foster a community spirit, which will be a showcase for food and products drawn from farms and gardens locally and throughout the region. While not limited to farm or strictly "organic" products, the Market will seek to demonstrate a direct connection between eating seasonally and locally and the quality and sustainability of our environment and our daily lives. The Market will provide a community marketplace for farmers/growers to sell their goods directly to consumers, to assist local businesses that sell food, farm, garden and related products, and to provide an alternative, "first-name" shopping experience.

In addition, the Market will endeavor to:

- **Embrace** and promote the healthy lifestyle with a "Farm-to-Table" market that will improve the variety, freshness, taste and nutritional value of produce available in Sandy Springs, Georgia.
- **Give** local and regional growers and producers alternative, local marketing opportunities and to provide an opportunity for farmers and people from our urban community to deal directly with each other, rather than through third parties.
- **Provide** an educational forum for consumers to learn the uses and benefits of quality, locally grown and/or prepared foods and food products.
- **Provide** opportunities for producers and sellers to test and refine their marketing skills.
- **Provide** additional exposure to area merchants in an informal and social environment.
- **Enhance** the quality of life in Sandy Springs and our surrounding communities by providing a safe, inviting and accessible place for neighbors to gather and socialize.

**Market Management:** The Market is solely owned and operated by SSFM, LLC, a Georgia limited liability company and its designated representatives (the "Market Manager" or "Market Management"). The location is owned and provided by the City of Sandy Springs (the "City") per agreement between the City and the Market Manager, however the City shall have no liability or responsibility with respect to the operation of the Market. The Market Manager will be responsible for recruiting Vendors for the Market and for establishing and enforcing all market regulations, including space assignments, market fee collection and general Market Management.

**Market Participation:** Participation in the Market is open to businesses, organizations and groups or individuals that wish to offer products, information or services consistent with the Market's Rules and Regulations. All participants and Vendors must submit an Application and Market Agreement and receive approval from the Market Manager prior to participation. The Application and Agreement will also require submission of evidence of all appropriate permits, licenses, and certificates applicable to such participant.

**Market Location and Schedule:** The Market is located at the intersection of Johnson Ferry Road and Sandy Springs Circle in the parking lot of the former Target Store. The Market will operate every Saturday from approximately 8:00 a.m. until 1:00 p.m. from early April into December, 2010. The Market Manager reserves the right to modify market hours and to cancel the Market, particularly in the event of (or anticipation of) severe weather conditions.

Vendors must arrive at least one hour prior to the start of the market. Vendors are required to check-in, pay market fees, set up their space, remove their vehicles from the common market area and be ready for sales when the market opens. **No sales are allowed before the Market opens.** Selling must end at the close of the Market and Vendors must immediately begin packing up to leave the Market, but may continue to sell as they load. Breakdown and cleanup of Vendor spaces must be fully completed within 45 minutes after the close of the Market.

**Consistent Presence:** The Market encourages Vendors to a season-long presence at the Market. This consistency will benefit both the Vendors and the customers in meeting expectations for the Market. Space assignments for season-long Vendors will be more favorable than for occasional Vendors. As part of the application process, Vendors must complete an attendance calendar prior to their participation indicating their requested dates. Market Management will acknowledge all approved dates in the acceptance process. Confirmation of dates will be coordinated one week in advance of each upcoming market. Vendors must notify Market Management as far in advance as possible of any absences.

### GENERAL RULES AND REGULATIONS:

1. The Market strives to provide a market place where fresh, wholesome and environmentally friendly (sustainable) products are sold. The Market will endeavor to maintain a diverse selection of goods and will actively seek out growers/producers from Georgia.
2. All Vendors will be required to complete an application indicating the products they are requesting to sell and the approval of such items shall be at the sole discretion of the Market Manager. Vendors must not offer or sell any products that are not indicated on their approved product list. Vendors shall provide proof of compliance with all applicable rules, regulations and laws with respect to such products, including any required licenses and permits. This may include license(s) from the Georgia Department of Agriculture, US Department of Agriculture, and local (City/County) or State Health Departments. Current licenses must be available for review at all times during market hours.
3. The Market Manager retains control of all space assignments. Space in the Market will generally be defined as 10 foot x 10 foot, as designated by the Market Manager. A Vendor shall not encroach on a neighboring space except by agreement of both parties and the Market Manager. Tables are strongly recommended for display of products and no item (other than live plants) shall be displayed on the ground. If Vendor requires use of a car or truck for their space, pre-approval must be obtained from Market Management.
  - 3.A. **Signage:** Signage is the responsibility of each Vendor. Vendors must post signage that at a minimum displays the farm/Vendor name and location, and pictures/logos are recommended. Vendor signage will at all times comply with Market Rules and Regulations and requirements imposed by the City of Sandy Springs (or which ever may be more stringent). Vendors shall be limited to one banner sign per space, having a maximum of 32 square feet and will not encroach or reduce visibility in neighboring spaces. All such signage is the responsibility of the Vendor and shall be completely removed at the close of each Market day.
  - 3.B. **Canopy/Covering and related Safety:** Covering/protection from sun and inclement weather is required. Canopies and tents are permitted; Market Management may permit umbrellas with prior approval. Coverings must be in good appearance and repair. All covers must be **SAFELY** and sufficiently installed, anchored and secured to the ground, from the moment the covering is erected at the start of market until immediately before it is taken down. Market Management may impose further anchoring specifications. **It is anticipated that local authorities (fire/safety/police) will regularly inspect for security of coverings and the following**

guidelines may be amended at anytime, including on the day of market. If canopies/coverings are inadequately secured, Market Management will ask Vendor to remove and either sell without it or leave the market that day.

The minimum guidelines for canopy/covering securing include:

- Twenty Four (24) pounds per leg for canopies (10x10 canopy); at least 50 pounds for an umbrella
  - Canopies larger than 10 feet x 10 feet require prior approval by Market Management and must adhere to manufacturer specifications
  - Weights should not cause their own safety hazards such as trip hazards
  - Weights should be tethered with lines that are clearly visible
  - Canopy weights should have soft edges and must be securely attached to the canopy
  - Canopy weights should be affixed so as to be secure and safe from passing pedestrians
4. Vendors shall be responsible for setting up their space, keeping it clean, and breakdown and removal at the end of every market day. Vendors shall bring their own trash bags and shall not use nearby public or private trash receptacles for disposal of produce boxes and unsold produce. All trash shall be removed from the site and disposed of by Vendor.
  5. **NO FIREARMS, NO ALCOHOL AND NO DRUGS:** These are strictly prohibited at the Market. Vendors shall not smoke at the Market. Customers will be strongly encouraged to not smoke at the Market, however Vendors shall be responsible for any cigarette butts in or around their stall space.
  6. All Vendors must dress appropriately and shoes and shirts are required. The person(s) operating a space on market day must be involved in the production, marketing, or have extensive knowledge of the Vendor's products beyond market day sales. No dogs (other than service animals) or other pets or livestock shall be permitted in Vendor stalls without the express prior permission of the Market Manager. Customers will be permitted to bring dogs to the Market.
  7. Refrigeration/ice will be the sole responsibility of Vendors requiring same for the sale of their products. Market Management cannot guaranty the provision of electricity to Vendors.
  8. The Vendor agrees that the Market may publicize the Vendor's participation in the Market for a period of up to one year from their most recent actual participation in the market.
  9. Per requirements of the City of Sandy Springs, there shall be no soliciting by political, religious, or other "special" cause groups or individuals permitted at the Market.
  10. No Vendor or anyone acting on Vendor's behalf shall deface or damage the buildings, pavement, or other physical equipment of the Market, including all property owned by the City of Sandy Springs. Persons causing such damage shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to buildings, grounds, vehicles, and any other property owned and/or operated by the Market.

#### COMPLIANCE WITH LAWS, RULES AND REGULATIONS:

Health Regulations: While the Market Manager is not an enforcement body for health, fire and police departments, cooperation with these departments is essential. All Vendors shall comply with the sanitary procedures as outlined by the jurisdiction in which the product is grown or produced as well as the City of Sandy Springs, Fulton County, and the State of Georgia. Any Vendor found selling contaminated foodstuffs or produce, or violating applicable laws, rules or regulations, or otherwise selling in the Market without proper health precautions, shall be in violation of the Market rules and regulations. Specific questions regarding applicable codes and regulations shall be directed to the appropriate agency.

Labeling and Advertising: All Vendors shall clearly label products as necessary and in accordance with all applicable local, state and federal rules and regulations. In addition, Vendors are encouraged to educate market customers regarding the production of their products. Vendors shall be required to label and advertise truthfully and to respond to customers' questions in a like manner. Vendors promoting certain production practices as having certain specific health or nutritive or other benefits must be prepared to support such claims by evidence or studies under recognized guidelines established by applicable local or state agencies. Vendors desiring to label products as "Organic", "Certified Organic", "pesticide-free" or similar designation must provide evidence of compliance with applicable rules or guidelines for such assertions.

Weights and Measures: Weights and measures shall be in accordance with all applicable local, state and federal rules and regulations. Scales must be approved by Georgia Department of Agriculture (or subsequent authority governing scales) and shall bear current inspection stickers.

Pricing: Each Vendor is responsible for setting their own prices. Prices for all products must be readily available and visible. In addition, Vendors may have "menu"-style signage for prices provided such signage does not exceed a total of 6 square feet. Pricing signage must identify the source for any product not grown or produced by the Vendor.

Inspections: Vendors shall fully cooperate with local or state government inspections requested during the market. Vendors further agree to assist and cooperate with Market Management for requested inspections at farms or other production facilities. Failure to comply may result in suspension or ejection from the Market.

Sales Taxes and Permits: Each Vendor is responsible for collecting and remitting sales taxes, where applicable. Vendors are responsible for required permits and licenses, which shall be made available to Market Management at the time of application and shall at all times be available for inspection at the Market during market hours.

**Independent Business Entities; Hold Harmless and Insurance:** All Vendors shall operate as independent business entities and legal requirements for business licenses, sales tax, etc. shall be the sole obligation of each individual Vendor. All Vendors participating in the Market shall be individually and severally responsible to the Market (SSF, LLC) for any loss, personal injury, death, and/or other damages (including property damage) that may occur as a result of the Vendor's negligence or that of its agents and employees, and all Vendors hereby agree to indemnify and save the City of Sandy Springs, Georgia and the Market (SSF, LLC) and its representatives harmless from any loss, costs, damages and other expenses, including attorney's fees, suffered or incurred by the Market by reason of the Vendor's negligence or that of its agents and employees: provided that the Vendors shall not be responsible nor required to indemnify the Market for gross negligence of the Market's agents and employees. Neither the Market nor the City of Sandy Springs is responsible for theft or damages to property belonging to persons participating in the Market, and Vendor shall be solely responsible for items left unattended during or at the conclusion of the Market.

No insurance is provided by the Market or Market Management to participants in the Market. Each Vendor must carry his/her/its own general liability and product liability insurance in an amount not less than \$300,000 and must be prepared to present it at the Market. The policy shall name SSF, LLC, the City of Sandy Springs, Georgia and other entities, if determined necessary, as additional insureds, and shall also maintain other coverage as required by law. Each vehicle must be covered by vehicle liability insurance to cover any vehicle related incidents. A copy of Vendor's Certificate(s) of Insurance must accompany its application to the Market.

**No Right to Transfer:** Vendor shall not have the right to transfer or assign its Market space. Any new Vendor must apply to and be accepted by Market prior to participating in the market.

**Vendors and Specific Vendor Requirements:** The Market will seek Vendors offering fresh and high quality products, produced locally wherever possible. The Market will actively seek local and regional farms to participate in the Market. In addition to fruit, vegetables, dairy (eggs and cheese) and meat, the Market may include other market-appropriate offerings detailed below. In meeting the objectives of a community market, local merchants may be invited to participate, including chef/restaurant demonstrations, related product demonstrations and special holiday and seasonal markets. Further, recognizing the diversity of our community, space may be made available for products reflecting such diversity, though consistent with the ideals and mission of the market.

**Exclusive:** Vendors shall not be guaranteed an "exclusive" right to sell any food or product category, though Market Management reserves the right in its sole discretion to manage the balance of offerings at the Market, and to limit the number of Vendors in some product categories. Vendors seeking an exclusive or otherwise limited amount of direct competition with their product offerings must receive prior approval from Market Management.

**Market Fees:** Fees will be assessed per schedule established from time to time by Market Management. Fees may include application/seasonal plus weekly market space fees. Non-profit organizations selling goods will not be exempt from fees, although some community organizations not selling competing goods may be invited to participate in the market from time to time without fee or charge.

**Additional Fees:** The following scenarios require prior approval by Market Management and may be assessed additional fees: *Extra Space Fee* for a Vendor requiring an area larger than the allotted 10 x 10 foot dimension; *Space Sharing Fee* for two or more Vendors in a single space; *Add-on Fee* for a Vendor selling as more than one Vendor Type; *Exclusive Fee* for a Vendor selling in a unique product category that will not directly compete with products from other Vendors; *CSA Market Delivery Fee*; and *Purveyor Fee* for a Vendor selling a product grown or produced by another business/individual. Other additional fees may be assessed for NSF (non-sufficient funds) returned check, storage rental, equipment rental, electricity, violations of set up, break down and clean up rules, repeated unexcused absence and repeated tardiness.

**Violations, Complaints and Dispute Resolution:** If a Vendor violates the Market rules and regulations with respect to health, legal or similar requirements (licensing, labeling, production practices, insurance, etc.) or nonpayment of applicable fees, the Market Manager will either suspend the Vendor pending resolution of the violation or permanently eject the Vendor from the Market. Non-health or legal requirement violations of the rules and regulations will generally result in a warning to such Vendor to take corrective action or, in the sole discretion of Market Management, after multiple warnings an imposing of additional fees, suspension or permanent ejection from the Market. Further detailed consequences for violations may be promulgated. All decisions of Market Management with respect to interpretation of the Market's rules and regulations shall be final. Market Management reserves the right to modify/change these rules at any time and will provide prompt notice of such changes to Vendors.

#### **VENDOR TYPES, PRODUCTS AND PRODUCT GUIDELINES:**

The following is a list of Vendor Types and their respective Product Categories that may be included in the market. Selection and approval of products and Vendors is at the sole discretion of Market Management. It is the preference of the Market Management that **all products are substantially from the farmer/grower and producer** (subject to the exceptions described in the Purveyor/Specialty/Gourmet category below). The resale of products from wholesalers, brokers or peddlers is strictly prohibited. Production may be done on or off farm and must comply with local, state and/or federal guidelines and licensing. The Vendor must supply Market Management with documentation of such compliance.

#### **FARMER/GROWER**

**Produce:** Fruits, vegetables, herbs and nuts.

**Dairy:** Milk and Eggs

**Flowers, Plants and Trees:** Market preference is for flowers, plants, bedding plants and trees that are from Vendors own farm or greenhouse.

**Honey**

#### **PRODUCER**

**Dairy:** Cheese, Yogurt and Butter

**Meat and Meat Products:** Must be 100% from animals raised and weaned by farmer/grower, however they may be butchered or processed off-farm.

**Fish and Shellfish:** Requirements to be determined prior to inclusion in the Market.

**Baked Goods:** Must provide evidence of use of certified baking facility for all baked goods to be sold. These products should highlight regional produce and seasonal ingredients wherever possible. These product categories may include (individually or collectively) sweet breads, pastries and desserts, cookies and cupcakes.

**Prepared Foods:** A limited amount of prepared foods may be approved for sale at the Market, provided they are prepared and packaged in advance of the market in an approved sanitary kitchen facility. Examples are soups and chili that are made with local or regional ingredients. A signature product available only at the Sandy Springs Farmers Market is strongly encouraged.

**Prepared Foods Made at Market:** The Market may include some vendors to provide food prepared at market for consumption at market, such as crepes, pizzas, soup, chili or other market and seasonal appropriate food. Foods prepared using ingredients featured for sale at the market (local and seasonal) are strongly encouraged. Vendor may not sell food prepared at market for consumption at market without the express prior agreement of Market Management. Additional regulations may be imposed for the sale of prepared foods at the Market. A signature product available only at the Sandy Springs Farmers Market is strongly encouraged.

**Grain and related products, such as pasta, granola, baking mixes, meal and flour:** Fresh regional produce should be used when available. Foreign out-of-region ingredients should only be used minimally as necessary when local alternatives are not available. Commercial products or mixes are prohibited. In the interest of ample supply and diversity of the market, some exotic or out-of-region products may be included subject to prior approval of Market Management.

**Cider, preserves, jams, fruit butters, syrups, purees and salsas:** If canned produce or dried fruits and vegetables are being sold, Market preference is that such ingredients be from Vendor's own produce. If processed or "dried" off-farm, Vendor must provide details of where the processing occurs.

**Pesto, olive and other flavored oils, mustards and vinegars:** In the interest of ample supply and diversity of the market, some exotic or out-of-region products may be included subject to prior approval of Market Management.

**Chocolates and candies:** Market preference is for fair trade, local and seasonal ingredients and small batch processing.

**Ice Cream, gelato and frozen yogurt:** Market preference is for local and seasonal ingredients and small batch processing.

**OTHER, SPECIALTY and NON-FOOD ITEMS**

**Soaps, Herbal Products, Candles and Potpourri:** These products should highlight regional and seasonal ingredients where possible, and may include fresh and dried herbs, creams, spritzers, powders, lip balms and scrubs.

**Seasonal Farm Products and Crafts:** These products should be produced from materials grown or gathered at the Vendor's farm. The products may include flower or herb bouquets or wreaths, compost, mulch and custom potting mix. Craft sales will be limited and Market Management shall pre-screen all crafts. Selections and approval will be made based on quality, originality, local production and market space availability. Please provide sample(s), photo(s) and website address (if available).

**Artists:** Artist spaces will be limited and Market Management shall pre-screen all art. Artists must be present for all market day sales. Artists may request a maximum of two Saturdays each month with the possibility of additional Saturdays (tbd) for special holiday and seasonal markets. Please provide sample(s), photo(s) of products as well booth display and website address (if available).

**Purveyor and Specialty/Gourmet**

A limited number of Vendors will be permitted to sell products purchased for resale. This is in recognition of maintaining a diverse product mix at the market and offering our shoppers certain gourmet/specialty products that are either scarce or cannot be cultivated in the Georgia/Southeast region.

Vendors accepted to sell products in this manner will be required to submit detailed product lists identifying each item for sale, months available and the source of such product including a business name, contact name, address, phone number and e-mail address. Products cannot be in direct competition with products offered by other market Vendors. Produce cannot extend the harvest season (refer to the Peak Harvest categories on the Georgia Organics "Annual Harvest Calendar") thereby reducing the pent up demand and/or skewing prices for other market Vendors. Market Management will closely monitor product mix and Vendors may be asked to remove any products in violation of the market guidelines.

The following Vendor Types can apply in this category:

- **Farmer/growers** that have a direct relationship with neighbor farmer/growers or for a farmer/grower co-op. In addition to sales price, all products approved in this category must have an accompanying sign at the market identifying the product source including the name of the farm, city and state.
- In the spirit of community, some space may be made available to nearby existing fruit stands to participate in the Market, or in cases when (for whatever reason) an ample supply of produce from local farms is not available.
- **Producers** who wish to jointly sell products for other producers with whom they have a direct relationship.
- **Specialty/Gourmet** Vendors offering unique products not grown or produced by them that would otherwise be unavailable or scarce.

**Coffee, tea, hot chocolate, and fruit/vegetable smoothies:** Market preference is for fair trade, local and seasonal ingredients and small batch processing.

**Baked Goods: Artisan Breads:** Must provide evidence of use of certified baking facility for all baked goods to be sold. These products should highlight regional produce and seasonal ingredients wherever possible.

**Specialty Agriculture Products, Environmental/Sustainable Products, and Kitchen Products or Services:** Items that are consistent with product demonstrations or education functions at the market may be included on a limited and case-by-case basis at the sole discretion of Market Management. In addition, while it is the intention that farmers/growers sell fresh food and products as described above, on a case-by-case basis Market Management will allow the sale of farm related merchandise such as cookbooks, note cards, and caps that highlight the farmer/Vendor's operation, provided such goods constitute only a small portion of the product mix such Vendor is offering at the market. All such merchandise must be pre-approved by Market Management in advance of sale.

**Non-Profits disseminating information and/or raising funds:** May be included in the Market however additional regulations may be imposed prior to participation. If a non-profit organization wishes to sell a product consistent with the Market's approved product list, a booth fee may be imposed by Market Management.

**Other:** Vendors that do not readily fit in any of the above categories, but are consistently aligned with the Market's Mission will be evaluated on a case-by-case basis.

***Vendor Acknowledgement and Agreement to the Sandy Springs Farmers Market Rules and Regulations:***

**Vendor Business Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_