



Vendor Guidelines
Year-Round Market Season
www.cycfarmersmarket.org

These guidelines apply to all vendors admitted to the Cooper-Young Community Farmers Market for the general market season and to special artisan events.

It is expected that all vendors will review, in its entirety, the CYCFM vendor guidelines, which details requirements and helpful information for successful sales at this market.

Please note that submitting an application does not guarantee you space in the market. All vendor applications are referred to, and carefully considered by CYCFM's Board of Directors.

If there is a question on whether you meet the minimum vendor standards as defined by this document or if you just need clarification, please contact our market manager at marketmanagercycfm@gmail.com.

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Our Mission

The Cooper-Young Community Farmers Market provides a year-round marketplace that supports local farmers, producers and artisans.

Application

We accept online applications for the market throughout the Spring/Summer and Fall/Winter seasons. Please follow the link below to the online application on our website under the vendor tab.

Online application link: **<http://www.managemymarket.com/landing.aspx?orgID=1075>**

A non-refundable application fee of \$20.00 is required per season per vendor for the season(s) for which the vendor will apply. Applicants may elect to pay application and vendor fees via credit card (online), check, cash, or money order.

The application fee can be paid with a PayPal account through our online application process or checks should be made payable to "CYCFM" and mailed to us at 1000 S. Cooper Street, Memphis, TN 38104 or dropped off to the market manager at one of the Saturday markets:

Special Application Requirements for Artisans

Artisans are required to submit five photographs of their work either on photo paper or regular copy paper. Artisans who have been previously approved to sell at the market do not need to submit photographs. Photos may be submitted via the managemymarket.com website when applying.

Farmer/Grower and Producer Eligibility

CYCFM considers the following criteria to determine eligibility of applying vendors:

- Regional qualification (described below)
- Returning vendor in good standing
- Quality of product(s)
- Product balance and diversity of products in the markets
- Traceability of the farmers/ growers and producer
- Production Methods

In addition, our selection criteria give preference to prepared food vendors who source locally for ingredients.

Regional Qualification

To sell at CYCFM, all vendors must be from within a 200-mile radius of Memphis, TN. Purveyors of products not available within a 200-mile range will be considered on a case-by-case basis with consideration to the quality of product and scarcity of product at the market. Please contact the market manager for more information

Producer-Only Market

CYCFM is a producer only market. We define a producer as the person or group of people directly involved in growing or making the product. This may include the producer's family, partners, interns, or employees. Collectives, collaborative arrangements, cooperatives and associations may qualify as producer-only and are evaluated on a case-by-case basis. Contract farming is **NOT** permitted.

Vendors who wish to sell at this market must certify in their online application that they and their partners grow/raise their own products or make their own value-added products. For artisan vendors, all work must be of original concept, design, and execution and made by the vendor. Buy/sell items, items made from kits, and commercially manufactured products are not allowed.

Grower affidavits

Growers must obtain a letter or grower affidavit for the current year from their county extension agent stating what crops are grown and at what address they are grown. Please ensure a contact number is available for the county agent is on the document for verification. If working in a partnership, all growers represented must submit grower affidavits through grower representative. If new growers are added to a partnership, those affidavits must be updated on your online application.

Farm Site Visits

All agricultural producers must make themselves available for site visits by a representative of CYCFM during the growing season. Producers are expected to make available records, receipts and other documentation requested by the market representative as part of the site visit. Failure to allow a site visit at any time, announced or unannounced may be grounds to revoke your right to vend.

In the event of a customer or vendor complaint regarding the authenticity of origin of any product, the Market Manager will report the complaint to the Board of Directors and to the vendor in question. If the market cannot confirm the authenticity of the product from a prior farm visit, the vendor may either discontinue sale of the questioned product at the market or submit to a farm visit from a market representative within a week's time. It may be requested that the product in question not be sold at the market until a market representative has verified its authenticity.

Vendor Fees

The daily rate for a 10x10 space is \$40. Discounts are available for vendors paying monthly or in full for the entire season, and artisans attending all scheduled Artisan Faires. Please see the fee structure in the online application. Vendors requesting two (10x10) spaces – the fee is \$80 per market day. ***Market Tokens cannot be used for payment of Vendor Fees.***

Weekly Payment

For a vendor paying weekly, the amount of \$40 is due for each day the market is attended. Weekly vendor fees are collected on the day of the market.

Monthly Payment

Vendors will receive a 10% discount for paying for all the Saturdays in one month. Payment is due on the first Saturday of the month. Monthly rates are outlined in our online application. Once payment is received and you choose not to attend during that month, there will be NO refunds, nor can the day missed, and the payment be applied to another day.

No refunds are available for pre-paid Saturdays. Bi-weekly vendors are not eligible for monthly discounts.

Artisan Faire Payments

For Artisans attending all the Artisan Faire days for the market season(s) chosen will receive a 10% discount for pre-payment. The prepayment amount must be received on or before the first day of the opening season market (Spring/Summer or Fall/Winter) chosen.

Returned checks

Payee shall be responsible for any bank fees and penalties assessed to CYCFM for returned checks. Any vendor with a returned check must pay the due amount plus the charge in full with cash or certified funds to CYCFM before they will be allowed to return to the market. There will be a \$35 return check fee assessed on all returned checks.

Legal Documentation

Copies of current inspections and permits must be filed with CYCFM and uploaded on your online application. You are responsible for maintaining the appropriate permits and inspections.

Sales of Plants

Bedding and potted plants grown from purchased plant material must be potted up into a larger container by the producer and be well established at the time of sale, having been grown, cared for and owned by the vendor for at least 30 days. Plants sales also require a permit from the TN Department of Agriculture. (Including farms selling seedlings). The plant certification form can be found online at the TN Department of Agriculture:

<https://www.tn.gov/agriculture/businesses/plants/forms.html>

You may contact Anni Self – anni.self@TN.gov or contact phone number is 615- 837-5313.

Processed Food Vendors, Health Dept. Documentation

All vendors selling processed and prepared foods at the CYCFM must abide by the regulations of the state of Tennessee and Shelby County, dependent on where the foods are prepared.

The County Health Department must approve the preparation area and process of any vendor selling processed foods to the public. Proof of certification from the applicable County Health Department must be uploaded on your online application before a vendor may sell at the market. The vendor must retain a copy of this information and provide it upon request.

Domestic Kitchen Law

The CYCFM will allow the sale of items created in a Domestic Kitchen that follow the current State of Tennessee Domestic Kitchen regulations. It is the responsibility of the vendor to ensure compliance with these regulations. All items produced and sold under the TN Domestic Kitchen Law must be uploaded on your online application. All items must be labeled in accordance with the regulation including visible signage informing the customer that these items were created in a non-regulated kitchen. For more information about foods, licensing or inspections under the domestic kitchen rule, contact TDA's Regulatory Services Division, Food and Dairy Section at P.O. Box 40627, Nashville, TN 37204, call (615) 837-5193.

Products

Pre-Approval of Products

Vendors may sell only those products listed on their online application. Approval must be obtained by the market manager before products that differ from those listed on a vendor's application may be sold at the market. Please contact the market manager as soon as you know you may be bringing new product to market so the market manager can approve it. You must contact the market manager with reasonable advance notice if you plan to bring a product that differs substantially from the farming operation described in your application. An example of substantial differentiation would include, but not be limited to, adding meat or dairy products when only vegetables were described on your application or vice versa. Substantial differentiation does not refer to adding varieties of vegetables or varieties of the same product within the same operation described. If you have been approved as a vendor, the market wants to support your entire operation, while also balancing transparency, the market's needs, and the other vendors' needs. Your earliest communication regarding your plans assists in this process. If your new product substantially differs, an amended vendor application including that product must be filled out, regulations must be adhered to, and the farm will likely need to be inspected according to the new product applied for. Amendments to the vendor application are posted to the market's website.

Farm-Related Merchandise

The primary intent of CYCFM is for vendors to sell fresh food. On a case-by-case basis, CYCFM will allow vendors to sell farm/ business-related merchandise. This merchandise may constitute a small portion of the product mix that the farmer/grower is selling at- market. All farm/ business-related merchandise must be shown to the market management for advance approval before selling at CYCFM.

Meat and Animal Products

It is the responsibility of each individual vendor to know what inspections, permits and certifications their operation requires to sell to the public in Tennessee, including but not limited to a TDA Meat Retail Sales Permit. This documentation should be submitted with your online application.

All meat and animal products, including eggs, must be from animals owned by and held in the direct care of the producer on land under the producer's management. Contract farming is **NOT** permitted.

For meat products excepting poultry, slaughter animals not born on the farm must be owned and held on land under the producer's management and under the producer's direct care for at least 50% of the animal's life.

Poultry raised for meat must be raised on land under the producer's management from no more than one week old up until slaughter.

All processed foods, such as sausage and lard, must be made exclusively with meat, fat and/or offal from animals that meet the above criteria. Additional ingredients, such as spices, may come from other sources.

Market Day Policies

Setup, Breakdown and Attendance

Set-up begins one hour before the market opens and breakdown may begin following market closure at 1:00 p.m. Vendors must arrive no later than 7:15 am. During the Spring/Summer market and no later than 8:15 a.m. for the Fall/Winter market or risk forfeiture of preferable stall assignments and ability to drive into the market. It is expected that vendors will be fully ready for business at 8:00 a.m. for the Spring/Summer market and 9:00 a.m. for the Fall/Winter market when the market opens. Vendors running late must please contact the market manager as soon as possible. Vendors are required to stay until market closure at 1pm. The first failure to arrive by 7:15 a.m. and be set up by 8:00 a.m. (Spring/Summer) or by 8:15 a.m. and be setup by 9:00 a.m. (Fall/Winter) will result in a verbal warning. Vendors are granted one warning per season. All subsequent late arrivals and setups will result in a penalty equal to half the daily vendor fee, indiscriminately of whether the vendor has paid their fees in advance. This fee shall be paid at the next

scheduled market for the vendor. Timely arrival and set up is considered when reviewing applications for renewing vendors. Leaving the market early without prior authorization will result in a penalty equal to half the daily vendor fee, in addition to the full market vendor fee for that day and will be taken into consideration when reviewing future applications.

Vendor Stalls

The Market Manager makes market plans and layouts on a weekly basis. The map is kept as consistent as possible from week to week, but it is ultimately the Market Manager's decision where vendors will be located, and booth location changes may occur.

Vendors will provide the following for their own use, as needed:

- Tables
- Chairs
- Tablecloths
- Bags or Sacks
- Boards/Shelves
- Baskets/ Containers
- Signage
- Scales
- Umbrellas or Awnings
- Weights for Umbrella, Awning, or Canopies
- Display Containers

All canopies, umbrellas, or other forms of stall cover must be sufficiently and safely secured to the ground from the moment the canopy is erected until the moment immediately before it is taken down. All canopies must be secured at all four legs. Tying to a vehicle or other canopy is **NOT** a suitable method of securing the canopy. A canopy will not be allowed unless it is suitably anchored (bearing in mind that the surface is pavement). Each vendor is required to provide their own material such as sandbags to ensure their canopy is secure. Vendors without a canopy properly secured at all four legs will be required to remove their canopy until they have satisfied this requirement.

Vendors are required to keep their products, chairs, tables, and equipment inside their stall boundaries. The market manager has the right to ask that your stall signage or display be rearranged if it is blocking another vendor or traffic flow, or if it extends beyond the allotted booth space.

No signs, displays, or shelves can be stored at the market during non-operational hours without the express permission of the market manager. The market is not responsible for any items that vendors store at the market.

Sampling

Per state and county guidelines, all food samples must be individually prepackaged in an inspected and approved facility before being dispensed at the market.

Sanitation and Cleanup

Vendors are responsible for maintaining their spaces in a clean and sanitary condition and must sweep away or dispose of any debris at the close of business. The sanitation containers provided by CYCFM are for customer use or light trash only. Agricultural waste and broken-down boxes must be hauled away.

All produce and food must be stored or displayed off the ground. No produce or food products sold for consumption may be stored or displayed directly on the ground, concrete, asphalt, etc.

Volunteer Staffing

Vendors may contact the market manager to request volunteers to temporarily staff their stall, if needed, for 5-to-10-minute intervals. This will be on a first come, first serve basis and dependent on availability of volunteers.

Signage

Vendors are **required to post signage at their stall that posts the name of their business and location**. Vendors are also **required to post signs with product names and prices**.

Sharing or Subletting Space

It is our policy to lease one stall per business. Vendors may not sublet stall space.

Market Standards

The market manager has the authority to prohibit the sale of any product that does not conform to market standards.

Sales

No selling is allowed before the posted market times. Explain to your early birds that this is to ensure fairness for all our vendors. Encourage them to stick around and “window shop” until the market begins.

Vendors are responsible for collecting payment for their own product and any applicable sales tax.

Weights and Measures

Scales must be certified by the Tennessee Department of Agriculture and must be posted as approved. Vendors are responsible for certifying and annually calibrating any scales used at their stalls, or they can be fined by the Shelby County Division of Weights & Measures. Weights & Measures local contact is Ed Coleman, 615-837-5109.

Pricing, Payment and Market Money (Token) System

Vendors will set their own forms of payment, whether cash, check or credit, but are required to accept market currency.

All vendors are required to participate in CYCFM's market-wide Market Money (token) system. CYCFM operates a wireless card reader at the information booth in order to issue tokens for credit, debit and EBT card transactions. All vendors are required to accept credit/debit tokens as a form of payment, regardless of whether they have their own credit/debit system.

Vendors with eligible products are required to accept EBT SNAP TOKENS as a form of payment. New market vendors will be briefed as to whether their products qualify.

At the end of the market day, vendors return the tokens to the market manager for reimbursement for the full token value. Reimbursement will occur in the form of a direct deposit to the specified vendor's account. The direct deposit form is located on our website under the vendor tab.

Inclement Weather

CYCFM management is authorized to cancel the market, close the market early or open late due to severe or inclement weather. Management may make decisions to alter market times based on weather reports and on-site conditions.

****Summer Weather Policy****

One exception to the posted hours, at the discretion of the On-Site Market Manager, the market may close at noon when the National Weather Service has issued a Heat Advisory or Excessive Heat Warning for that day's market.

We will make sure to keep everyone informed if the market would close early. You can find out by checking our Facebook or Instagram. If there is a decision to close the market early, it will be decided by 11 am the day of the market.

If the market has been open for greater than two hours there will be no partial refund of any market fees. Refunds for instances of closure within two hours of the opening of the market will be assessed on a case-by-case basis.

Entertainment

CYCFM will arrange all music and entertainment. Playing of instruments or audio devices without the permission of market management is not permitted.

Live entertainment created a pleasing atmosphere for customers and vendors at the market. Performers- including musicians, actors, jugglers, mimes, magicians, puppeteers, and others in the local performance art community – interested in performing at the market should contact our market manager. Those who apply will be considered on a case- by- case basis. Selections are made at the sole discretion of Market Management based on availability, appropriateness and skill level.

Entertainers are not charged a fee for performing. Tips may be accepted. Performers must be a positive addition to the market atmosphere and not adversely affect market operations. Performance location is assigned and may be subject to change without notice. Market Management will supply performers with a market canopy (10x10). There is limited access to electricity so electrical needs must be discussed in advance.

Miscellaneous Policies

Smoking/Vaping is NOT allowed inside the market area. For purposes of the smoking policy, the market area is defined as the grounds of First Congregational Church.

Firearms are NOT allowed on the premises.

No POLITICAL signage of any kind is permitted inside the market area and/or in your booth area. This includes but it not limited to: yard signs, stickers, clothing, hats etc.

Attendance, Late Cancellation and No Show

All vendors are expected to abide by the schedule submitted with their complete online market application for the given season. The market manager or vendor chair MUST be notified of all cancellations for the weekly market by Thursday, 12 pm of that week. If the vendor cancels AFTER the market map has gone out on Friday, the vendor will receive a warning. All subsequent late cancellations following the 1st warning may result in a \$40 fee that must be paid before returning to the market.

No Call/No Shows will result in a penalty equal to the daily vendor fee, indiscriminately of whether the vendor has paid their fees in advance. This fee must be paid before attending the next market.

Continued cancellations or No Call/No Shows may result in removal from the current market season and may result in disapproval of future market seasons.

INSURANCE

Vendors are responsible for carrying liability insurance in the amount they deem appropriate.

Market Communication Procedures

It is expected that all communication with the market, including but not limited to complaints and grievances, shall be conducted with the market manager. Vendors are encouraged to communicate regularly with the Market Manager on all matters pertaining to their business that may have impact on the market. Such communication facilitates the ability of the Market Manager to better operate the market in service of all vendors. All communications with the market manager are expected to be all always professional.

Security

Every effort will be made by CYCFM to make the market a safe environment for farmers, growers, producers, and customers. However, it will be the responsibility of the market participants to take every precaution to safeguard all valuables and cash during market hours. Suspicious activity should be reported immediately to Market Management. In cases of emergency at CYCFM, please contact 911.

Regulation Infraction Procedure

Policies and procedures are necessary to ensure fairness, the smooth operation of the market, and protection of vendors from practices that could cause them harm. In addition, the market's "brand integrity" as a producer-only, high-quality venue must always be protected.

For the first offense of any of the above regulations, other than those pertaining to arrival, set up, and attendance, a verbal warning will be issued; upon the second offense, a written warning will be issued; upon a third offense, the vendor will not be allowed to return for the remaining of the market season; if on site, the vendor will be asked to leave the site. No refunds will be given for stall fees paid. If a daily pay vendor is asked to leave the market or chooses to do so, vendor fees will still be owed.

The market manager and Board of Directors reserve the right to permanently expel a vendor without warning for safety related or other serious offenses, as the Board determines.

A vendor who has been expelled and wishes to challenge such expulsion must do so in writing, addressed to the Board of Directors, and such writing must be received within fifteen days of expulsion. Such letter must state the reason the vendor believes it should be reinstated and why it believes it was wrongly expelled. If the vendor desires a hearing with the Board of Directors, the vendor must formally request a hearing in such writing. A hearing will be granted as soon as possible after the Board could adequately investigate the matter, but not longer than sixty days from receipt of the writing.

After a final determination to expel is made, there is no further right to a hearing or reinstatement. Any reinstatement is only made at the market's sole discretion.

Vendor Behavior & Grievance Procedure

To file complaints about the market manager, board members, volunteers or other vendors, a written complaint must be delivered, by the complainant, to the market manager or, if the market manager is unavailable, a member of the vendor committee of the Board of Directors within two weeks of the incident or discovery of the incident that is the source of the complaint. Contact information for vendor committee members will be provided upon approval of your application. Vendors are expected to treat others politely and use a problem-solving approach to any problems that arise. In the event the vendor's behavior is offensive or threatening to other members of the market community, management reserves the right to permanently reassign the vendor to a new space or remove the vendor from the market.

Non-Discrimination Policy

The Cooper-Young Community Farmers Market (CYCFM) is a safe, community enriching farmer's market open to all regardless of race, religion, age, sexual orientation, personal identity, disability or political beliefs. We do not tolerate abuse or discrimination in any form be it to shoppers, other Sellers, staff, regulatory officials, or volunteers. Anyone determined by the Market Management or CYCFM Board to conduct themselves in a manner deemed abusive, disruptive, offensive, derogatory, threatening or dangerous, or in disregard of the rules or laws that govern the CYCFM will be asked to leave the premises. Sellers who do not comply may be subject to suspension or expulsion from the Market.

Cooper-Young Community Farmers Market Acknowledgement

(Business Name)

_____, (herein referred to as "Vendor") acknowledge that I am applying to become a vendor at the Cooper-Young Community Farmers Market to be held at 1000 S. Cooper Street, Memphis, TN 38104 and agree to the rules and regulations created and enforced by the Board of Directors. Vendor acknowledges selling only those items for which they have been approved. Vendors understand it is the policy of the Cooper-Young Community Farmers Market that products sold at the Farmers Market must be grown by me, prepared by me or crafted by me. Further, vendor understands that Market staff and/or authorized Vendor Representative designee may perform site inspections. It is also understood that vendor will comply with all applicable local, state, and federal laws, and failure to do so may result in immediate forfeiture of vendor status for the remainder of the season. Upon approval, vendor acknowledges that they will be present for all Markets for which they have signed up. Vendor and all agents have read and agree to rules and regulations laid out in the Cooper-Young Community Farmers Market Handbook and application.

Professional Code of Conduct

In the spirit of professionalism, participants shall conduct themselves in a manner that represents the Cooper-Young Community Farmers Market with honor, dignity, and respect. The participants shall always demonstrate the qualities of civility and professionalism. Participants will refrain from using vulgar, abusive, racist, sexist, demeaning or intimidating language at any time. Participants will support fellow vendors and staff in a positive manner and will treat vendors, staff, and Market customers with courtesy and respect.

I have read and agree to adhere to the Professional Code of Conduct
(Please Initial) _____

I have read and agree to adhere to rules and regulations in the Farmers Market Handbook **(Please Initial)** _____

Owner Printed Name: _____

Date: _____

Owner Signature: _____

Co-Owner Printed Name:_____

Date: _____

Co-Owner Signature:_____

Employee Printed Name:_____

Date: _____

Employee Signature:_____

Employee Printed Name:_____

Date: _____

Employee Signature:_____

Employee Printed Name:_____

Date: _____

Employee Signature:_____

Employee Printed Name:_____

Date: _____

Employee Signature:_____

Employee Printed Name:_____

Date: _____

Employee Signature:_____

