

UPCOUNTRY FARMERS MARKET

Vendor Agreement

Ohia Ku Park LLC, DBA Upcountry Farmers Market
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Effective August 1, 2026

OUR MISSION

Our mission is to celebrate and strengthen Maui's agricultural community by providing a vibrant, trustworthy marketplace where local farmers, ranchers, and producers can connect directly with our community.

Farmers and growers are always given priority in space allocation and participation. The UFM is, first and foremost, a farm-direct market.

1. PRODUCTS & VENDOR CATEGORIES

All products must be pre-approved before being sold at the market. UFM Management reserves the right to accept or decline any product at its discretion.

1.1 Farm Products (Tier 1 – Priority)

Farmers selling Maui-grown produce have priority placement and participation.

Agricultural products include fresh vegetables, fruits, nuts, shell eggs, honey, cut flowers, nursery stock, Hawaii-caught fish, and locally raised and slaughtered meat.

Additional rules for farm products:

No produce or plants grown outside of Maui County will be accepted for sale.

Nursery vendors: All plants must be grown from seed, plug, cutting, bulb, or bare-root by the vendor. No resale of pre-finished plants or imported stock is allowed.

1.2 Value-Added Products (Tier 2)

Value-added products are processed or prepared foods and goods derived from agricultural ingredients. At the UFM, our goal is that value-added products use Maui-grown ingredients as much as possible.

Standards for value-added vendors:

Products should use Maui-grown ingredients whenever possible. Menu boards or booth signage should identify local sources used.

Prepared food vendors must hold a valid Department of Health Special Event Permit for each market. Copies must be submitted to UFM management before vending.

The UFM may conduct kitchen inspections to verify compliance with DOH standards.

All ready-to-eat and processed food products must be produced in a Hawaii DOH-certified commercial kitchen if deemed necessary by the DOH.

EXCEPTION — Cottage Food (Homemade Food): Shelf-stable baked goods and other non-perishable items (e.g., breads, cookies, cakes, granola, jams, and jellies) are exempt from the commercial kitchen requirement under Hawaii's Homemade Food Law (HB 2144, signed 2024). Vendors selling under this exemption must: (1) have completed a DOH-approved food safety training course, and (2) comply with all applicable labeling requirements. *Vendor needs a SEP if they are sampling Cottage Foods.*

1.3 Non-Food, Craft Items & Non-Profit/Government Services

Non-food items are accepted only when they are directly farm-related and produced by the vendor (e.g., beeswax products, herb tinctures, fiber arts using locally produced dyes). Crafts, clothing, and unrelated services are generally not accepted. All non-food items require prior approval from management.

1.4 Products Not Accepted

Produce or plants grown outside of Maui County

Products purchased at commercial, wholesale, or retail outlets for resale

THC/CBD products, Alcoholic beverages

Items not grown, raised, caught, or produced by the vendor (without prior approval)

1.5 SEASONAL VENDORS

The default application is for vendors seeking year-round participation. Seasonal vendors that only seek to participate periodically may also apply. Seasonal vendor booth positions will be determined by UFM management on a week-to-week basis, with vendor preferences considered if possible.

2. TERMS OF PARTICIPATION

2.1 All vendors must be approved in writing by UFM management. Vendors agree they have read, understood, and will comply with all UFM rules and regulations in this Agreement as well as all applicable laws, codes, and regulations.

2.2 All vendors with shade structures such as tents and umbrellas must have General Liability Insurance for at least \$1,000,000 per occurrence and name Ohia Ku Park LLC as an Additional Insured. Vendors shall email or upload the certificate of insurance to UFM Management's website. Vendors that only use tables but not shade structures do not need General Liability Insurance, although it is strongly advised.

2.2 A General Excise Tax (GET) license shall be displayed and available at all times, along with applicable health permits and insurance documentation. Vendors are solely responsible for collecting and reporting all applicable taxes, including GET, on sales made at the market.

2.3 Market fees are \$30 per market for a standard vending space with 8' of frontage/tent.

(Legacy vendors that began before 5/1/26 with more than 8' of frontage/tent will be charged the following prices: 10' tent/frontage \$40, double booths \$50, triple booths \$60)

UFM reserves the right to adjust fees at any time.

2.4 Spaces may not be re-assigned or transferred. If a vendor's business changes ownership, the new owner must apply as a new vendor.

2.5 Vendors agree not to copy each other's product ideas or engage in unfair competitive business practices.

2.6 UFM management may conduct farm, kitchen, or stall inspections to verify that products sold are being grown or produced as represented.

2.7 Only products listed and approved on the vendor's contract may be sold. Any new items must be submitted to and approved by UFM Management before being offered for sale. Vendors shall not represent themselves as a representative of the UFM Management nor solicit or petition products or services unrelated to approved products.

2.8 UFM Management reserves the right to determine, allow, or prohibit any item sold at the market. Vendor space assignments may change at any time without prior notice.

2.9 Vendors must follow all Federal, State & County laws. Vendors agree to educate themselves on the most recent laws in regard to safety, taxation, product labeling etc. and are solely responsible and liable for compliance thereof.

3. VENDOR SELECTION PROCESS

UFM Management, in consultation with the Vendor Committee, shall review all new vendor applications. Applicants will be notified within two (2) weeks of submitting a complete application whether they have been accepted for a three (3) month trial period or declined.

All new Vendors begin as a floating Vendor during their trial period, meaning they will be assigned a booth location week to week based on available space, and placed on the waitlist for a permanent spot. Consistent attendance during the trial period is expected; inconsistent attendance may move a Vendor down the waitlist for a permanent spot. At the end of the three (3) month trial period, UFM Management and the Vendor Committee will determine whether the Vendor will be allowed to continue at UFM. Completion of the trial period does not guarantee a permanent spot, as offers are contingent on space availability. Vendors who are not offered a permanent space at that time will remain on the waitlist as a floating vendor until one becomes available.

4. HEALTH, SAFETY & CONDUCT

All Vendors and other market participants are expected to uphold the following standards. Violations may result in suspension or removal from the market.

4.1 Conduct

Vendors must conduct themselves in a safe, courteous, and professional manner at all times. Rude, abusive, threatening, violent or disruptive behavior toward anyone is prohibited and is grounds for immediate removal. All grievances should be brought to market management.

4.2 Noise & Disturbance

Radios and amplified music are not permitted during market hours. Only pre-approved musical performers are allowed. Loud hawking or shouting to attract customers is not allowed.

4.3 Substance Use

Consumption of alcohol or any controlled substance while at the market is prohibited and is grounds for immediate dismissal. Smoking/vaping prohibited.

4.4 Animals

Dogs must be on leash and under control at all times. Owners are responsible for cleaning up after their pets.

4.5 Booth Cleanliness

Vendors must keep their stall space clean and sanitary throughout the market day. Vendors providing samples shall have a handwashing station and a trash can for public use. All trash, including food waste, must be removed and disposed of off-site. Ice and water may be poured on landscaping (trees or shrubs) but not on pavement. All Vendors shall assist with general market cleanup at close.

4.6 Food Safety & Health Code

Open flame or ignition sources must comply with applicable fire safety requirements. Vendors cooking on-site must have a fire extinguisher rated at minimum 2A-10BC.

Money handling and food handling must be done by separate individuals, or hands must be washed between transactions. Vendors must wash hands after any food or restroom break.

5. MARKET HOURS & LOGISTICS

5.1 Hours & Setup

The market is open to the public from 7:00 AM to 11:00 AM every Saturday.

Vendors may begin setting up at 5:45 AM and must be fully set up by 7:00 AM.

Vendors must have their spaces fully cleaned and cleared by 11:30 AM. No driving within the market area is permitted between 6:30 AM and 11:00 AM unless approved in advance by management.

On Pop Warner Football days and other special events, the market may close earlier. Vendors will be notified in advance.

5.2 Attendance & Absence

Consistency is essential to both Vendor success and customer trust. Vendors who anticipate missing a market must notify UFM Management by 5:00 PM the Wednesday before the market date, by phone at (808) 280-0988 or by email at info@upcountryfarmersmarket.com. In the case of illness or emergency, Vendors must notify management as soon as reasonably possible.

Vendors may miss up to six (6) market dates per year for any reason, including illness, vacation, or personal matters, without penalty, provided proper notice is given as outlined above.

Beginning with a Vendor's seventh (7th) absence in a calendar year, the Vendor must pay the booth fee for the missed date in order to retain their regular booth space. If the fee is not paid, the Vendor will be reclassified as a "floating vendor", meaning they forfeit their reserved spot and are placed on the waitlist for a permanent space as one becomes available.

Unexcused absences (ie, no notice at all or notice given after 6:00 am on day of market) will be charged the full booth fee regardless of the Vendor's annual absence count, and that fee must be paid before the Vendor may return to the market. Three (3) unexcused absences in a calendar year may result in suspension or termination of the Vendor's agreement with UFM.

Late Arrivals: Vendors who anticipate arriving late must notify management in advance. Vendors who have not arrived by 6:30 AM without prior notice risk forfeiting their booth space for that market date.

5.3 Parking & Driving

Vendors must park in their booth space or on the street. Vendors are prohibited from parking in customer parking areas. No double parking or other improper parking shall be allowed. Vendors who need to leave early must park outside the vending area and carry in their own table and supplies. Vendors parked inside the vending area may not leave before 11:00 AM without prior UFM Management approval. Any early departures should have a market manager or fellow vendor to assist with traffic safety.

Vendors that began vending prior to 5/1/26 that are accustomed to parking in the customer parking area may continue to park in the parking spot behind their stall for an additional fee of \$5 per week.

5.4 Booth Space

Each Vendor is entitled to 8 feet of frontage in a standard booth. Vendors must keep all merchandise and signage within their designated stall. Vendors who exceed their allotted space will be charged additional fees. Booth sharing is allowed with prior UFM Management approval; all shared-booth vendors must complete the required documentation.

5.5 Weights, Measures & Scales

Vendors selling by weight must use a commercial scale certified by the Hawaii Department of Agriculture and have calibration documentation available on-site.

5.6 Signage

All vendors should display clear signage identifying their farm or business name and product prices. Value-added and food vendors should identify local ingredient sources on a menu board or booth signage.

5.7 Weather and Tent Weights

The UFM operates rain or shine. In the event of dangerous weather, the market manager will determine whether the market will proceed and notify the vendors in case of cancellation.

Vendors are required to secure their tent with a minimum of four **(4) weights**, one per tent leg, each weighing **at least 50 lbs**. The best practice is to use sandbags and have them strapped to the top corner of the tent.

Tents may also be secured to a car or tree at the rear with sandbags in front.

Vendors should have a quick breakdown plan ready for sudden weather changes. Umbrellas must be always anchored securely with a proper weighted base.

6. MARKET VIOLATIONS & ENFORCEMENT

UFM Management may issue warnings, fines, or suspensions, or remove any Vendor from the market. Failure to comply with these rules, or with applicable state and local regulations, may result in penalties up to and including permanent expulsion. Vendors are responsible for the actions of their employees and agents.

7. LIABILITY & INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless Ohia Ku Park LLC, its owners, officers, employees, market manager, and all associated property owners and parties, from and against all claims, losses, liabilities, and expenses (including attorney's fees) arising from: (a) any breach of this agreement by the Vendor; or (b) any acts or omissions by the Vendors, their owners, employees, contractors, agents, or representatives in connection with their participation in the UFM, including any personal injury or property damage occurring at the market.

8. MISCELLANEOUS

This Agreement will govern all Vendor and UFM Management services. This Agreement contains the full and complete understanding and agreement between Vendor and UFM Management, and supersedes all other agreements between you and us, whether written or oral, relating thereto, and may not be modified or amended except by a written instrument executed by both parties. This Agreement shall be governed by the laws of the State of Hawai'i. All disputes arising under or related hereto shall be exclusively brought to the federal and state courts located in Maui County.