



Farmers on the Square, Carlisle, PA **Operating Guidelines**

Farmers on the Square is a vibrant, welcoming marketplace in which a community of producers and consumers nourishes our regional foodshed by celebrating superb and diverse agricultural products that reflect integrity.

Our mission is to provide an opportunity for our community to access superb, regional products from a vibrant, producer-only farmers' market.

1. **Participation: Producer-only vendors**, who actually produce the fruits, vegetables, meats, dairy products, plants, herbs, flowers, baked goods, jellies, jams, honey, wool and/or other products that they intend to sell are eligible vendors for Farmers on the Square. Participating farms must be located within a 50 mile radius of Carlisle.
Additionally, vendors must meet the following criteria to qualify for participation at Farmers on the Square:
 - a. **Bakers & Secondary producers** of preserved or prepared foods must make all products from scratch and use local ingredients when available. Stand preference is given to producers of agricultural products over bakers and secondary producers.
 - b. **Value added products:** A locally-produced item which has been altered by the producer to increase its economic potential, while maintaining its original character, is a value-added product. Non-food value-added products will be admitted only at the discretion of the market board.
 - c. **Resale Items** are permitted on a case by case basis as it benefits the market as a whole, and must strictly adhere to the following requirements:
 - a. Producer of resale item must be located within 50 miles of the vendor's farm, for a total radius not to exceed 100 miles from Farmers on the Square.
 - b. No more than two additional farms can be represented per stand.
 - c. Requests must be submitted on the original application for the 2011 season and be approved by the Board.
 - d. All resold items must be accompanied by signage at market indicating the product's origin.
 - e. Total volume of resale items may never exceed 25% of a vendor's stand.
 - d. **Cooperative stands** may be organized by 2 or 3 farms. These stands must offer 100% vendor produced products and may not buy in any other product for resale. Applications and market signage must reflect the cooperative nature and name of the business. Each participating farm must carry liability insurance as stated in item 5. Additionally, cooperative stands must function at market as one entity and operate under one name.
2. **Market Operation:** Market will be held Wednesdays 3-7pm, rain or shine, May through December 2011. May to October, market will be held in front of the First Presbyterian Church located at 2A North Hanover Street in Carlisle. The market will move indoors to the Dickinson College "Depot" from November to December. The Depot is located at the intersection of Cherry Street and High Street in Carlisle.
3. **Commitment & Attendance:** Vendors are expected to fulfill the commitment they make at the beginning of the market season. Empty stands adversely affect the entire market.

- If you are unable to attend a market, you are required to call the market manager, giving as much advance notice as possible. In the event of absence, market manager has the right to adjust vendor placement as appropriate.
 - Habitual tardiness or absences are grounds for expulsion from the market; vendors must have a minimum of 80% attendance for their market season.
 - You are expected to be set up and be ready to sell at the sound of the market bell at 3pm.
 - Early sales are prohibited.
 - Vendors must stay until the close of market at 7pm.
4. **Fees:** Rates for the market are as follows:
- Entire season (32 weeks): \$350
 - Half season (16 consecutive weeks or every other week): \$190
 - Occasional: \$20 per day
- Fees are non-refundable. Vendors may not participate in any market until payment is received.
5. **Insurance:** Members must submit proof of liability insurance prior to their first market day, listing the following 2 parties as additionally insured:
- Farmers on the Square, 553 Park Drive, Boiling Springs, PA 17007
 - First Presbyterian Church of Carlisle, 2A North Hanover St., Carlisle, PA 17013
- Minimum insurance is 1M per incident, 2M aggregate.
6. **Hold Harmless Clause:** All authorized vendors participating in Farmers on the Square (FOTS) shall be individually and severally responsible to FOTS 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 servants, agents, and employees, and all vendors hereby agree to indemnify and save FOTS harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by FOTS 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 FOTS for negligence of FOTS, its servants, agents and employees.
7. **Safety:** For the safety of all, canopies must be weighted and secured with **25 pound weights per leg**. In the event of severe weather, please lower your canopy. Please keep aisles and walkways clear; product must remain within the allotted 10' x 10' space.
8. **Unloading:** Vendors must unload as quickly as possible (15 minute limit) and immediately move their car from the Dickinson Avenue alleyway. Please do not begin setting up your stand until your car is parked.
9. **Regulatory compliance:** Each vendor is responsible for complying with all applicable state and local regulations including weights and measures, sales tax collection, organic or other certification, and health and labeling laws. Meat must be processed by USDA standards and dairy by PDA standards. Bakers and secondary processors must follow PDA regulations. Please provide PDA or USDA license or registration to be kept on file. If you have questions, please contact Stan Shivell, Food Sanitarian for the Bureau of Food Safety and Laboratory Services, 717-346-3223.
10. **Signage:** Vendors must clearly display the name and location of their farm and prices for all products being sold.
11. **Sales reporting:** Sales and attendance data are valuable to the market in many ways. We can identify spending trends, apply for grants, choose appropriate events, solicit new vendors, etc. with this useful information. Vendors agree to submit monthly anonymous sales data to the board.

12. **Wooden Nickel Participation:** All eligible vendors must participate in our EBT/Debit wooden nickel program. Reimbursements are made on a bi-weekly basis. Refer to Wooden Nickel Guidelines for more information on how to use this system.
13. **Church Bathroom:** The First Presbyterian Church has kindly offered vendors access to their bathroom located on the ground floor during market hours. This privilege is reserved for market vendors ONLY. For safety reasons, vendors located close to the church door are asked to please redirect non-vendors from entering the building. If you are not comfortable with this responsibility please notify the FOTS board.
14. **Cleanliness:** Vendors must use common cleanliness practices such as general sanitation, clean personal appearance, hand washing, covering samples, providing trash receptacles for samples, and generally keeping stands neat and tidy during market. All waste and garbage must be removed at the end of the market day.
15. **Behavior:** Farmers on the Square is committed to providing a safe and welcoming environment for vendors and shoppers alike, and we expect vendors to share this commitment. Members of the market community are encouraged to resolve their differences peacefully through submitting market-related concerns or grievances in writing to the FOTS Board of Directors.
 - a. Inconsiderate, threatening, or aggressive behavior of any kind – including verbal and/or physical abuse of fellow vendors, market staff and volunteers, market board members, or shoppers – will not be tolerated. The first instance of such behavior will result in immediate suspension from the market for a period of two weeks. A vendor suspended in this way will be allowed to send their product and stall to market in care of a representative, provided the stall is in full compliance with the operating guidelines. Upon return from suspension, any further instance of inappropriate or aggressive behavior will result in the vendor and stall being banned from Farmers on the Square permanently; reapplication from such a vendor will not be considered. Aggressive or inappropriate behavior is defined by the FOTS Board of Directors as shouting obscenities, making offensive comments to others, or any other form of verbal abuse or negative outbursts. Inappropriate behavior also includes physical violence such as pushing others, throwing objects or any other physical actions that compromise the market's safety.
 - b. If at any time a vendor, board member or customer of Farmers on the Square feels unsafe as the result of a vendor's behavior, the board officers reserve the right to take proactive measures to resolve this issue in a manner that preserves the integrity of the market and ensures a safe environment for customers and vendors alike.
 - c. The decision to suspend and/or ban a vendor from FOTS will be made through the careful consideration of FOTS board members. Communication of market suspension and/or ban will be relayed to the vendor in question by either the board president or vice president.
16. **Compliance with Market Rules:** The market guidelines have been set in place to maintain a safe and positive atmosphere at Farmers on the Square. Failure to comply with the rules listed in the market's operating guidelines compromises the integrity of our market and will result in disciplinary action. In the event that market rules are violated, the Farmers on the Square Board of Directors will take the following measures to address and resolve the issue at hand:
 - a. First infraction will result in a verbal warning
 - b. Second infraction will result in a written notice
 - c. Repeated breach of the rules will result in disciplinary action by the board. Third offenses of minor infractions carry a \$50 fine. Third offenses of a major infraction, or repeated offenses, are grounds for permanent removal from the market.

The Board reserves the right to not follow these measures sequentially, depending on the severity of the offense.

17. **Application process & approval:** New and returning vendors must apply to the market and be approved by the board. Approval is based on space availability and demand for the products being offered.
- a. New vendors must submit their application at least 3 weeks prior to the date they would like to start attending market to allow time for Board review & approval.
 - b. Given compliance with all market rules of the previous year, returning vendors are automatically approved for the next market season, but still must resubmit their application and accompanying documents. Returning vendors are asked to give notification of intent for the following year on the last day of the regular market season.
 - c. FOTS uses the following metric to guide them in accepting new vendors. The metric takes into consideration product hierarchy and the maximum percentages desired per product. These considerations are used in conjunction with each other and the Board's best judgment to determine which eligible applicant vendors are to be accepted to FOTS. Maximum percentages do not, and were not intended to, add up to 100%. Percentages are calculated on 10ths of vendor stands (i.e. a vendor may be .5 vegetable, .2 fruit, and .3 prepared foods).

Hierarchy and maximum percentages are as follows:

Vegetables	30%
Fruit	25%
Meat	20%
Dairy	20%
Baked Goods	15%
Prepared Foods	15%
Value-Added	10%
Flowers	10%

18. **Guest Vendors:** The guest vendor concept was created to increase consumer traffic, boost FOTS publicity and to allow FOTS to offer exceptional products not produced within a 50 mile radius of Carlisle. Guest vendors must:
- a. Not compete with any product offered by a regular FOTS vendor.
 - b. Be invited by the FOTS board.
 - c. Make no more than 2 market appearances per market year.
 - d. Adhere to ALL FOTS rules and regulations, the only exception being the 50 mile radius rule.
 - e. Pay the occasional vendor fee of \$20 per market.
19. **Site Visits:** All vendors shall allow Farmers on the Square to inspect their farm and/or production facilities and review all production-related records, as deemed necessary in the sole judgment of the Board of Directors. A vendor's submission of an application constitutes the vendor's consent to an inspection and agreement to cooperate with all such inspections by the Farmers on the Square inspection team.
20. **Volunteering & donations:** From time to time, vendors may be asked to participate in group volunteer efforts to benefit our venue, First Presbyterian Church, or the FOTS market as a whole. Vendors may also be asked to give merchandise donations to market entertainers or volunteers. While none of these are mandatory, they contribute to the overall success of FOTS and vendor participation is greatly appreciated.