



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 and be approved by the Board.
 - d. All resold items must be accompanied by signage at the 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.
 - e. **COVID-19 Guidelines:** All vendors are required to comply with the guidelines set forth by the Center for Disease Control and Prevention (CDC) and the Pennsylvania Department of Health as it relates to Covid-19. These regulations include but are not limited to all staff must wear masks while on the grounds at market (masks available at Info Tent), stands set up at least 6ft apart, vendors must handle the produce/products providing minimal contact with customers, and all prepared food items are to be packaged for consumption off-site. Please refer to the respective websites for a complete list of guidelines.

2. **Market Operation:** Market will be held Wednesdays 3-7pm, rain or shine, May-October and 2-5pm November-December. The Winter Market is held Wednesdays 2-5pm, January-April. Market will be held in front of the First Presbyterian Church located at 2A North Hanover Street in Carlisle and on

adjacent corners.

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.

- In the event of a planned absence, vendors are asked to communicate this to the market manager either in person or via email with two weeks' notice. This will allow the market manager to make site adjustments, filling voids in the market lay out. We recognize that unforeseeable circumstances may present unplanned absences from the market. If an emergency arises, please call or text the market manager as early as possible to let them know.
- Habitual tardiness or absences are grounds for expulsion from the market; vendors must have a minimum of 80% attendance for their market season. *(Please refer to item #17 for information on repercussions resulting from persistent absenteeism.)*
- 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 the market.
- Vendors may not sell at FOTS until they have been approved. This requires that applications be submitted with necessary insurance documents by the stated deadline.

4. **Levels of Participation & Fees:** The regular season runs from May to December. Vendors may participate at any of three levels:

- Full season: all regular season market days, approx. 34 weeks.
- Half season: approx. 17 weeks, either consecutive (typically the first half of the season or the second half) or alternating weeks throughout the regular season
- Occasional: any number of particular market days

Current fees are listed on this year's application form. Please note that fees reflect a 10x10ft tent space. Full and Half Season Vendors have the option to choose a larger tent space at a greater cost and are subject to availability. Occasional Vendors do not have the option and are only given permission to use a 10X10ft tent space as market space is limited. Please contact the market manager once your application is approved to request a greater tent space. Payment must be made in full prior to participation in any market. Fees are non-refundable.

5. **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 will be approved by the FOTS board on a case by case basis with a view toward filling perceived needs in the marketplace while honoring the values and objectives of the Farmers on the Square. The market manager will strive to diversify the market offerings by allowing limited appearances per market year as space allows. Guest vendors must:

- Not compete with any product offered by a regular FOTS vendor.
- Be invited by the FOTS board.
- Attend no more than one market per month.
- Adhere to the balance of the FOTS established guidelines.
- Pay the standard occasional vendor fee.

6. **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, 2A North Hanover St., Carlisle, PA 17013
- First Presbyterian Church of Carlisle, 2A North Hanover St., Carlisle, PA 17013

Minimum insurance is 1M per incident, 2M aggregate.

7. **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.

8. **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 and signage must remain within the allotted 10' x 10' space.
9. **Unloading:** Vendors must unload as quickly as possible to the sidewalk only (15 minute limit) and immediately move their car/truck from the Dickinson Avenue alleyway or Hanover Street. Please do not begin setting up your stand until your car is parked. All vendors park at 36 E Louther Street. Meters run until 4:00.
10. **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 a PDA or USDA license or registration to be kept on file. If you have questions, please contact the Food Sanitarian for the Bureau of Food Safety and Laboratory Services, 717-346-3223.
11. **Signage:** Vendors must clearly display the name and location of their farm and prices for all products being sold.
12. **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 sales data the first Wednesday of the month to the market manager. Your identity will not be made available to anyone.
13. **EBT/FreshMatch Coupon Participation** All eligible vendors must participate in our EBT/Debit coupon program. Reimbursements are made on a monthly basis. Refer to the Market Manager for more information on this program.
14. **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. The Market Manager has a key to the bathroom at the INFO tent.
15. **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.
16. **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. This includes posts made to social media sites. 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.

17. 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, which will be documented and dated by the market manager.
- b. Second infraction will result in a written notice, requiring signatures from the vendor and market manager.
- 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.

Vendors that have not followed market rules (i.e., recurring absenteeism, aggressive behavior at market, etc. resulting in formal warnings or removal from the market all together) may not have their applications considered for the following market season. The market manager will work with the market board of directors to determine what is best for Farmers on the Square.

18. 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 the 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%

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. Vendors are strongly encouraged to do one educational program or demo each season.

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