

2015
OVERLAND PARK FARMERS' MARKET
RULES AND REGULATIONS

1. MARKET PHILOSOPHY

The Farmers' Market is an important community resource that provides an opportunity for local farmers to provide fresh, nutritious food to the local community, permits consumers to buy directly from local farmers, helps promote new farm and food businesses, and helps promote the economic vitality of Downtown Overland Park. The City of Overland Park is committed to operating the Farmers' Market with local producers and farmers as the centerpiece and primary emphasis. The City recognizes, however, that the seasonal nature of local products and other Farmers' Market factors justify certain structured opportunities for vendors to supplement Homegrown products with non-homegrown products as provided for in these Rules and Regulations.

2. LOCATION, DATES & HOURS

The Farmers' Market is located at: 7950 Marty Street, Overland Park, KS 66204

The Farmers' Market will be open to the public as follows:

- Saturdays: April 18 – Sept. 26 from 7 a.m. to 1 p.m.
 Oct. 3 – Nov. 21 from 8 a.m. to 1 p.m.
- Wednesdays: May 20 – Sept. 30 from 7:30 a.m. to 1 p.m.
- Evening Markets: 1st Wednesday of the Month
 Wednesday, June 3 from 4 p.m. to 7 p.m.
 Wednesday, July 1 from 4 p.m. to 7 p.m.
 Wednesday, Aug. 5 from 4 p.m. to 7 p.m.
- Indoor Holiday Market: Saturday, Dec. 5 from 8 a.m. to 1 p.m.

Note: Due to extreme inclement weather, the Recreation Supervisor and/or the Director of Recreation Services may close the Farmers' Market or let vendors leave early.

3. MARKET MANAGEMENT

The Farmers' Market is managed by the City's Recreation Services Department. The Recreation Supervisor and the Farmers' Market Manager (or their designees) oversee the daily operations of the Farmers' Market and the enforcement of these Rules and Regulations. City staff also functions as the Farmers' Market safety officers.

Recreation Services Department
 8101 Marty Street
 Overland Park, KS 66204
 Phone: (913) 895-6390; Fax: (913) 895-6365
 Website: www.opkansas.org

4. COMPLIANCE WITH RULES AND REGULATIONS

All vendors and vendor staff must comply with the requirements and standards set forth in these Rules and Regulations. Failure to comply with these Rules and Regulations will result in the enforcement actions set forth below. *(See Enforcement below.)* **By applying for and accepting placement at the Farmers' Market, vendors acknowledge that they have read and will comply with the requirements and standards set forth in these Rules and Regulations.**

Note: A lack of understanding of these Rules and Regulations is not a sufficient excuse for any failure to comply with these Rules and Regulations. Vendors should contact the Recreation Supervisor or the Farmers' Market Manager regarding any questions or any application of these Rules and Regulations.

5. APPLICATIONS & PAPERWORK

A. Application Form

Applications are available online at opkansas.org, or can be requested by calling the Recreation Services office at (913) 895-6390.

B. Required Application Paperwork

The following documents must be completed and current and must be submitted to the Recreation Services office as part of the application:

- (1) 2015 Season Application
- (2) Product List
- (3) Kansas Retail Sales Tax Certificate
 - (a) Non-Kansas vendors are required to have a Kansas Tax ID
 - (b) Kansas Retail Sales Tax Certificate must be displayed in the vendor's Stall/Space during the Farmers' Market.
- (4) Vehicle Insurance Declaration Page (for all vehicles used for Farmers' Market)
- (5) Business/Farm/General Liability Insurance Declaration Page for all products and all land (owned or leased)
- (6) Lease Agreement *(if applicable)*
 - (a) Landlord contact information required for verification
 - (b) Lease must adequately describe leased property and, if appropriate, include a diagram/drawing of the leased property
 - (c) Notarization of lease is preferred *(may be required in 2016)*
- (7) USDA Organic Certification *(if applicable)*
- (8) KDA Live Plant Dealer License *(if applicable)*
- (9) KDA Meat Wholesaler/Distributor License *(if applicable)*
- (10) KDA Dairy Processing Plant License *(if applicable)*
- (11) KDA Food Processing Plant License *(if applicable)*
- (12) KDA Licensed Mobile Unit Permit *(if applicable)*
- (13) Commercial Kitchen License *(if applicable)*
 - (a) City may require a vendors Health Inspection Report at any time
- (14) Mushroom Expert Certification for wild mushrooms *(if applicable)*
 - (a) The KDA will review each wild mushroom vendor's certification on an individual basis so additional paperwork may be required.

Note: Vendors are required to timely supplement or revise any application information or paperwork as appropriate and necessary. To the extent appropriate, any significant changes may impact the vendor's contract, Stall/Space assignment or approved dates. Significant changes include, but are not limited to, applying as a Saturday/Wednesday vendor and then dropping Wednesdays after the application has been processed.

C. Insurance

- (1) Each vendor agrees to maintain Commercial General Liability or Farm Liability insurance on an occurrence basis in amounts no less than \$250,000 bodily injury and property damage per occurrence, including products liability. Coverage shall apply to all products offered at the Farmer's Market and all applicable land (owned or leased).
- (2) Each vendor also agrees to maintain Automobile Liability insurance in an amount no less than \$100,000 bodily injury each person / \$250,000 bodily injury each occurrence / \$50,000 property damage each occurrence for any vehicle that is brought to the Overland Park Farmers' Market
- (3) Each vendor will furnish to the City a Certificate(s) of Insurance verifying such coverage. The City will only accept coverage from an insurance carrier who carries an AM Best's policyholder rating of A-:VII or better; or is a company approved by the City. It is the vendor's responsibility to make sure that the City has a current copy of the vendor's insurance certificates on file at all times. Failure to timely provide a copy may subject the vendor to disciplinary action.

D. Incomplete Application

IMPORTANT - INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. Before review and consideration, a vendor's application must be complete. Incomplete applications may be returned to the sender and/or not reviewed until the application is completed. If additional information is needed from the vendor, the information from the vendor must be submitted in writing.

E. Stall/Space Request

While the City cannot guarantee a vendor will receive a specific Stall/Space assignment or a specific Stall size, the vendor may request a specific location and a specific Stall size in the Farmers' Market. Please refer to the Farmers' Market diagram and indicate the Stall/Space number preference and Stall size preference on the application form. In case the first request is not available for placement, the vendor can indicate a second, third, fourth, fifth and sixth request. In addition, the vendor can indicate any other special Stall/Space requests.

F. Stall/Space Sharing

At the City's sole discretion, the City may approve a request for a vendor to share its Stall/Space with a legitimate business partner or another vendor who is approved and meets the requirements of these Rules and Regulations. Approval of the shared Stall/Space will be based upon the current needs of the Farmers' Market utilizing consistent market-related standards. Both partners/vendors must

submit all necessary application information, paperwork and insurance certificates to cover both partners/vendors, both businesses (if applicable) and Product Lists of all products they are selling at the Farmers' Market. To the extent appropriate, any significant changes to a previously approved vendor may impact the vendor's contract, Stall/Space assignment or approved dates.

G. Questions

Questions regarding the application process should be directed to the Recreation Supervisor or the Farmers' Market Manager. If the City has questions regarding an application, city staff may contact the vendor by phone or request an in person interview.

6. **APPLICATION DEADLINE**

A. First Round

Applications must be submitted no later than **Friday, January 9**, to be notified by early February as to whether or not they are accepted, wait-listed or declined as a vendor for the Farmers' Market.

B. Second Round

Applications that are not turned in by the First Round application deadline will be reviewed in a timely manner. Second Round applicants will be notified in writing whether or not they are accepted, wait-listed or declined as a vendor for the Farmer's Market.

C. No Guarantee

Submitting an application does not guarantee participation in the Farmers' Market. Additionally, submitting an application does not guarantee the Stall/Space assignment, the stall size or requested dates indicated on the application.

7. **ACCEPTANCE**

A. Review of Application

Upon receipt of a completed application, the City will review the application utilizing consistent market-related standards. Upon completion of the review process, the City will inform all vendors in writing whether they are accepted, wait-listed or declined as a vendor for the Farmers' Market.

B. Acceptance Paperwork

Vendors that are accepted will receive applicable "acceptance paperwork" to complete. (For example, the vendor contract, temporary food permit application and the new vendor bio sheet.) Unless otherwise indicated by city staff, acceptance paperwork must be completed and returned to the Recreation Services office by **Monday, March 16**. The application will not be finalized and the vendor's Stall/Space will not be guaranteed until all acceptance paperwork is submitted.

C. Asked Back Program

- (1) City staff will review each vendor who participated in the most recent season. Using consistent market-related standards, the City will determine if the vendor adhered to all of the Rules & Regulations throughout the season. If the vendor met the required criteria, the vendor will be asked back no later than mid-December for the following year.
 - (a) Vendors that share quantity reports and/or sales reports either monthly, quarterly or annually based on what the vendor sold at the Farmers' Market will receive "extra credit" if submitted no later than October 31.
- (2) Vendors qualifying for the Asked Back Program will be notified in writing.
- (3) Vendors qualifying for the Asked Back Program must still submit a completed application by the First Round Deadline. Should the vendor fail to meet the First Round Deadline, the vendor will forfeit its position in the Asked Back Program.
- (4) Vendors participating in the Asked Back Program must maintain the required criteria during the new season, which includes not reducing contracted days or products. Any significant changes could result the vendor forfeiting the vendor's position in the Asked Back Program.
- (5) The Asked Back Program only applies to the following year and it does not guarantee the vendor the same Stall/Space, Stall size or requested dates. It does, however, give the vendor advanced notice on acceptance into the Farmers' Market, security in knowing the vendor may return to the Farmers' Market, and priority when processing and reviewing the upcoming season's applications.

D. All Vendors Must Apply Annually

- (1) All vendors must apply annually – *including returning vendors accepted into the Asked Back Program*. Past participation does not guarantee or entitle a vendor to participation in future Farmers' Markets.
- (2) As indicated herein, vendors will be offered an opportunity to participate in the Farmers' Market based on the City's review of applications utilizing consistent market-related standards.

E. Stalls/Spaces Are Limited

- (1) Vendors are not guaranteed placement under the Farmer's Market pavilion, in the same Stall/Space, access to the same Stall size, requested dates or electricity.
- (2) Every effort will be made to grant a vendor's request for the same Stall/Space, Stall size, requested dates and electricity if that vendor's prior attendance was generally consistent with the dates for which that vendor requested and the vendor demonstrated a willingness to comply with these Rules and Regulations.

- (3) All placements of vendors within the Farmers' Market are made at the discretion of city staff, and all placement decisions are made to accommodate the best interest of the Farmers' Market as a whole.
- (4) Vendors are not allowed to trade Stall/Space assignments with each other or move into an open Stall/Space if they see one available. Only city staff may make changes to Stall/Space assignments.
- (5) The City reserves the right to place vendors within the Farmers' Market as needed to best meet the demands for Stalls/Spaces and the Farmers' Market needs. As available Stalls or Space might permit, Farm Vendors will receive priority over Food and Specialty Vendors for placement under the Farmers' Market pavilion. Note that priority order established in the selection process will also be used in considering placement requests. Food Vendors will be placed outside the Farmers' Market pavilion unless otherwise assigned, and may be invited under the pavilion on a day-to-day basis if Stall availability allows. Food vendors will have priority over Specialty Vendors.
- (6) Space is limited to a maximum of 2 Stalls per Farm Vendor and 1 Space per Food or Specialty Vendor. Exceptions may be made on a daily basis only, when space is available and when approved by city staff. Should there be an empty Stall/Space between two vendors who want to utilize the empty Stall/Space, they will both evenly share the open Stall/Space. Space is limited to accommodate as many vendors as possible, ensuring a variety of products and the longevity of the Farmers' Market.

F. Exclusivity of Product

The City does not guarantee exclusivity of any product. Notwithstanding, the City reserves the right to restrict the number of vendors selling a certain product at the Farmers' Market based upon a consideration of consistent market-related standards. No vendor shall offer any products that are not on the vendor's approved Product List without first submitting a revised Product List and/or obtaining written permission from city staff. Failure to comply with this provision will be viewed as a violation of these Rules & Regulations and will result in disciplinary action.

G. Probation Period

- (1) Returning Vendors
 - (a) Returning vendors who had trouble the previous year and/or are having trouble during the current year meeting the requirements on a consistent basis set forth in these Rules & Regulations, could, at city staff's discretion based upon said issues, be subject to a probation period. The length of the probation period will be determined by city staff based upon the specifics of the violation(s) that occurred. This probation period gives the returning vendor a chance to make any necessary changes to comply with the Rules & Regulations.
 - (b) Should the returning vendor not meet the requirements of these Rules & Regulations and/or the current market-related standards

during the probation period, the returning vendor may be suspended from the Farmers' Market.

- (2) New Vendors
 - (a) All new vendors will be put on a probation period for the initial 6 weeks in which they attend the Farmer's Market. During this time, the new vendor will be evaluated on a variety of current market-related standards. Should the new vendor not meet the requirements of these Rules & Regulations and/or the current market-related standards during the probation period, the new vendor will not be allowed to return for the remainder of the season.

H. New Vendors and Wednesday Markets

In order to help grow and diversify the Wednesday markets, all **new** vendors must commit to participating on some Wednesdays. The new vendors can request which Wednesdays they want to participate; however, just like any other Stall and day assignment, no guarantee can be offered.

- (1) New Full Season vendors must participate at least one Wednesday a month excluding May.
- (2) New Half Season vendors must participate at least three Wednesdays during the season.
- (3) New Daily Rate vendors must participate at least one Wednesday during the season.

If a new vendor cannot meet this requirement, the new vendor may request an exception in writing, which may be made on a case by case basis at city staff's sole discretion.

8. FEES AND PAYMENTS¹

A. Farm Vendor

- (1) 1 Stall (approx. 9' wide x 18' deep) or 1 Space (approx. 10' wide x 10' deep)
 - (a) Full Season (25 or more combined days) - \$900
 - 1. Vendor may make three separate payments:
 - a. 1st Payment: \$200 due no later than April 1
 - b. 2nd Payment: \$350 due no later than June 1
 - c. 3rd Payment: \$350 is due no later than July 1
 - 2. Paid in Full Discount - \$810
 - a. A Paid in Full Discount is applicable if payment is received no later than April 1
 - (b) Half Season (11-24 combined days) - \$450
 - 1. Vendor may make two separate payments:

¹ For Second Round applications, city staff may reasonably alter the deadlines in this section in order to accommodate the submission and acceptance dates of the Second Round application.

- a. 1st Payment: \$225 due no later than April 1
 - b. 2nd Payment: \$225 due no later than June 1
- (c) Saturday Daily Rate (10 or less days) - \$25 per day
- 1. Payment due no later than April 1
- Note: Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.
- (d) Wednesday Daily Rate (10 or less days) - \$20 per day
- 1. Payment due no later than April 1
- (2) 1.5 Stalls (approx. 13.5' wide x 18' deep)
- (a) Full Season (25 or more combined days) - \$1,350
- 1. Vendor may make three separate payments:
 - a. 1st Payment: \$300 due no later than April 1
 - b. 2nd Payment: \$525 due no later than June 1
 - c. 3rd Payment: \$525 is due no later than July 1
 - 2. Paid in Full Discount - \$1,215
 - a. A Paid in Full Discount is applicable if payment is received no later than April 1
- (b) Half Season (11-24 combined days) - \$675
- 1. Vendor may make two separate payments:
 - a. 1st Payment: \$337.50 due no later than April 1
 - b. 2nd Payment: \$337.50 due no later than June 1
- (c) Saturday Daily Rate (10 or less days) - \$35 per day
- 1. Payment due no later than April 1
- Note: Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.
- (d) Wednesday Daily Rate (10 or less days) - \$30 per day
- 1. Payment due no later than April 1
- (3) 2 Stalls (approx. 18' wide x 18' deep)
- (a) Full Season (25 or more combined days) - \$1800
- 1. Vendor may make three separate payments:
 - a. 1st Payment: \$400 due no later than April 1
 - b. 2nd Payment: \$700 due no later than June 1
 - c. 3rd Payment: \$700 is due no later than July 1
 - 2. Paid in Full Discount - \$1,620
 - a. A Paid in Full Discount is applicable if payment is received no later than April 1
- (b) Half Season (11-24 combined days) - \$900
- 1. Vendor may make two separate payments:
 - a. 1st Payment: \$450 due no later than April 1
 - b. 2nd Payment: \$450 due no later than June 1
- (c) Saturday Daily Rate (10 or less days) - \$50 per day
- 1. Payment due no later than April 1

Note: Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.

- (d) Wednesday Daily Rate (10 or less days) - \$45 per day
 - 1. Payment due no later than April 1

B. Food Vendor or Specialty Vendor

- (1) 1 Space (10' wide x 10' deep - accommodates a standard tent) or 1 Stall (if available)
 - (a) Full Season (25 or more combined days) - \$1,800
 - 1. Vendor may make three separate payments:
 - a. 1st Payment: \$400 due no later than April 1
 - b. 2nd Payment: \$700 due no later than June 1
 - c. 3rd Payment: \$700 is due no later than July 1
 - 2. Paid in Full Discount - \$1,620
 - a. A Paid in Full Discount is applicable if payment is received no later than April 1
 - (b) Half Season (11-24 combined days) - \$900
 - 1. Vendor may make two separate payments:
 - a. 1st Payment: \$450 due no later than April 1
 - b. 2nd Payment: \$450 due no later than June 1
 - (c) Saturday Daily Rate (10 or less days) - \$42 per day
 - 1. Payment due no later than April 1

Note: Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.
 - (d) Wednesday Daily Rate (10 or less days) - \$37 per day
 - 1. Payment due no later than April 1

C. Payment Options

- (1) Vendors may pay by credit card, check or cash. All payments should be made to the Leisure Services office at the Matt Ross Community Center, 8101 Marty Street, Overland Park, Kan. 66204. The office is available to take payment over the phone, in person or by mail Monday through Friday 8 a.m. to 5 p.m.
- (2) Vendors who do not pay in full by the first deadline must fill out the EFT/Automatic Withdrawal Form allowing the City to automatically withdrawal payment from their account on the scheduled dates.

D. Downtown Overland Park Businesses

Businesses that are members in good standing of the Downtown Overland Park Partnership and the Business Improvement District will receive a 50% discount on all Full Season rates.

E. Electricity

- (1) Electricity is limited and available for an additional fee of \$25 per month. Not all vendors will be able to use electricity. Priority will be given to

vendors who need to keep products frozen/cold for food safety regulations and those that need it for their scales. Requests for electricity must be indicated on the application form.

- (2) If requested and available, the vendor will be charged a monthly rate regardless of whether electricity is used each day. Electricity fees will be due no later than:
 - (a) April 1, 2015 - if paying in full;
 - (b) June 1, 2015 - if the vendor is a Full or Half season vendor; or
 - (c) April 1, 2015 - if the vendor is a Daily Rate vendor.

F. Food Samples and Prepared Food Products

Vendors who want to offer and serve food samples or prepared food products must pay an additional fee of \$10 per month. (Regardless of whether food is offered each market day of the month.) Vendors must also meet the requirements of the 2015 Overland Park Food Code and, if required, obtain a Temporary Food Establishment Permit. The Temporary Food Establishment Permit must be displayed in the vendor's Stall/Space and be visible at all times. Fees will be due no later than:

- (1) April 1, 2015 - if paying in full;
- (2) June 1, 2015 - if the vendor is a Full or Half season vendor; or
- (3) April 1, 2015 - if the vendor is a Daily Rate vendor

G. Separate Payments

Vendors who participate in scheduled payments must fill out the Overland Park Farmers' Market EFT/Credit Card Authorization for Scheduled Payments. This authorization allows city staff to automatically withdrawal the amount owed from either the vendor's bank account or credit card on the days listed above.

H. Late Fees

There is no grace period for late payments. If payment is not received in full by the due date, the vendor will forfeit the vendor's Stall/Space and will be subject to a late fee of \$30. Any declined payment will also be subject to the \$30 late fee. This late fee amount is subject to change; provided, vendors are notified in advance of any change in writing.

I. Refunds

No refunds will be given for any reason. City staff has the right to waive certain fees in extreme situations such as bankruptcy or complete crop failure.

9. FARM VENDORS – SELECTION CRITERIA AND PRODUCTS

A. Selection Criteria

Selection of Farm Vendors will rely on a variety of market-related factors including, but not limited to, the City's Farmers' Market Philosophy.

B. Homegrown Requirements

- (1) Based on the City's stated Farmers' Market Philosophy, a Farm Vendor must grow/raise at least 75 percent of the product it sells on each Farmers' Market Day June – September unless otherwise stated on the Homegrown Planner (*Exhibit B*). Strong preference will be given to Farm Vendors with the highest percentage of Homegrown product. Should a Farm Vendor not meet the 75 percent criteria per day June - September, the vendor will not be allowed to attend until the 75 percent mark is achieved.

Note: The 75 percent requirement means the percentage of the vendor's overall products (not item for item) offered and displayed in the Vendor's Stall/Space must be Homegrown products. It should be noted that a Homegrown pint of gooseberries is not equivalent to 50 resale watermelons, and 5 pints of Homegrown grapes are not equivalent to two cases of resale peaches.

C. Homegrown Planner

- (1) The City recognizes that the amount and diversity of products will be restricted in addition to less time commitment from vendors if the Farmers' Market is limited to only Homegrown products. While supplementation with non-homegrown products will be permitted, preference will be given to Farm Vendors based on the amount of Homegrown products. In addition, preference will be given to Farm Vendors who supplement their Homegrown products with Local Purchased products versus Farm Vendors who supplement their Homegrown products with products purchased from Regional and Warehouse sources respectively. All Farm Vendors must grow/raise at least 75 percent of the products they sell June – September unless stated on the Homegrown Planner (*Exhibit B*). In April, May, October and November, all Farm Vendors will be required to grow/raise at least 50 percent of the products they sell on each Farmers' Market day.
- (2) During a select period of time set forth on the Homegrown Planner (*Exhibit B*), certain products must be Homegrown products only; and Local, Regional and Warehouse products will not be permitted. City staff will take into consideration the weather and other factors to determine if the time period selected is not sufficient and needs to be modified to allow Local, Regional and/or Warehouse products. Should the dates be modified from the Homegrown Planner, advance notice will be given in writing stating that Local, Regional and/or Warehouse products will be permitted.
- (3) Any product being sold or offered on City property, including but not limited to, pre-orders, products for display, or exchanges on City property, must adhere to the Rules or Regulations at all time. Any violation may result in disciplinary action.

D. Farm Vendor Products

- (1) Farm products offered for sale under the Farmers' Market Pavilion include but are not limited to the following from the vendors own property:
 - (a) Fresh vegetables

- (b) Fresh fruits
- (c) Fresh flowers and plants
- (d) Honey
- (e) Herbs
- (f) Nuts
- (g) Frozen meat
- (h) Dairy (eggs, cheese, milk)
- (i) Canned products (jams, jellies, salsa, etc. made from produce grown by applicant)

Note: Vendors must fill out a Product List when applying. If an approved vendor wants to modify its Product List the vendor must fill out a revised Product List. Staff will notify the vendor if the request is approved or denied. To the extent appropriate, any significant changes to a previously approved Product List may impact the vendor's contract, Stall/Space assignment or approved dates.

- (2) Farm Vendors may add Specialty products to their Product List with city staff approval. City staff reserves the right to review each Specialty product and decide, at city staff's sole discretion, if the Specialty product will complement the Farmers' Market and the Farmers' Market Philosophy. These products cannot be the primary focus and must compliment the Farmers' Market. Certain examples include, but are not limited to, cookbooks, business-related t-shirts, homemade planters and seasonal decorations (if they are natural and not synthetic or silk). All Specialty products must be made by the Farm Vendor and/or tie directly into the Farm Vendor's primary business.
- (3) City staff has the right to deny certain products on the submitted Product List at any point in time.
- (4) City staff has the right to have Farm Vendors remove any product that is contaminated, recalled by any government agency, low quality, spoiled, or distasteful looking. Farm Vendors agree to take immediate steps to remove the product from sale upon notification.
- (5) Table Arrangement –A reasonable percentage of Homegrown products must be at the forefront and displayed for the public.

E. Farm Inspections

The City reserves the right to visit and inspect the farm, property and storage sites listed on the Farm Vendor's application to ensure that proper and correct reporting/information has been provided by the vendor. Vendors acknowledge and agree to such inspections and that vendors may not be given prior notice of farm inspections. New vendors may be subject to a farm visit before being accepted into the Farmers' Market. The Farm Vendor must identify all farm, property and storage sites on the application. If the Farm Vendor wants to add any farm, property or storage sites, the vendor must inform city staff in writing and revise the vendor's application accordingly. The Farm Vendor will be in violation of these Rules and Regulations if the vendor fails to identify any farm, property or

storage site and/or is unable to show staff a location during the time of a farm visit.

10. **FOOD VENDORS – SELECTION CRITERIA AND PRODUCTS**

A. Selection Criteria

The City, at its sole discretion, will select each Food Vendor that is offered a Stall/Space at the Farmers' Market based on market-related criteria. In addition, the number of Food Vendors selling a specific type of product will also be considered. For example, since the primary focus of the Farmers' Market is produce, the City may limit the number of Food Vendors selling specific food products. Locally made products will be given preference over non-locally made products; however, Full Season vendors, regardless of what they sell, who attend both days may take priority over a Food vendor with local food who is a Half Season or Daily Rate vendor who only attends on Saturdays. Food Vendors will be placed outside the Farmer's Market pavilion giving Farm Vendors first priority under the pavilion. Food Vendor selection criteria includes, but is not limited to:

- (1) Farmers' Market Philosophy and other goals and objectives
- (2) Farmers' Market policies and procedures
- (3) Product and vendor mix
- (4) Food Vendor's past Farmers' Market history
- (5) Product quality
- (6) Compliance with the City's, County, State and Federal Health Regulations

B. Food Vendor Products

- (1) All Food Vendor products must be made in a certified commercial kitchen. Food Vendor products may include, but are not limited to, the following:
 - (a) Prepared foods
 - (b) Frozen/Canned products (jams, jellies, salsa, etc.)
 - (c) Baked goods
 - (d) Pasta
 - (e) Olive oil/ Balsamic vinegar
 - (f) Spices, herbs, sea salts
 - (g) Candy
 - (h) Granola
 - (i) Beverages, etc.

Note: Vendors must fill out a Product List when applying. If an approved vendor wants to modify its Product List the vendor must fill out a revised Product List. Staff will notify the vendor if the request is approved or denied. To the extent appropriate, any significant changes to a previously approved Product List may impact the vendor's contract, Stall/Space assignment or approved dates.

- (2) All new Food Vendor vendors will be required to give city staff five samples of one product or a variety of products from their Product List so

city staff can see firsthand the quality and type of product the vendor proposes to sell. If the samples are not turned in with the application, city staff will contact the vendor to arrange a time for the samples to be brought to the City offices.

- (3) Food Vendors may add Specialty products to their Product List with city staff approval. City staff reserves the right to review each Specialty product and decide, at city staff's sole discretion, if the Specialty product will complement the Farmers' Market and the Farmers' Market Philosophy. These products may not be the primary focus and must compliment the Farmers' Market. Certain examples include, but are not limited to, cookbooks, business-related t-shirts, homemade planters and seasonal decorations (if they are natural and not synthetic or silk). All Specialty products must be made by the Food Vendor and/or tie directly into the Food Vendor's primary business.
- (4) City staff has the right to deny certain products on the submitted Product List at any point in time.
- (5) City staff has the right to have Food Vendors remove any product that is contaminated, recalled by any government agency, low quality, spoiled, or distasteful looking. Food Vendors agree to take immediate steps to remove the products from sale upon notification.

C. Kitchen Visits

The City reserves the right to visit and inspect the Food Vendor's certified commercial kitchen listed on the Food Vendor's application to ensure that proper and correct reporting/information has been provided by the vendor. Vendors acknowledge and agree to such inspections and that vendors may not be given prior notice of kitchen inspections. New vendors may be subject to a kitchen visit before being accepted into the Farmers' Market.

11. SPECIALITY VENDORS – SELECTION CRITERIA AND PRODUCTS

A. Selection Criteria

In accordance with the Farmers' Market Philosophy, Farm and Food Vendors will receive priority when being selected to be in the Farmers' Market. However, vendors who do not fit into the Farm or Food Vendor categories may apply; and these vendors will be considered Specialty Vendors. Specialty Vendors will be required to fill out a Specialty Vendor Application. City staff reserves the right to review each Specialty Vendor application and decide, at city staff's sole discretion, if the Specialty Vendor will complement the Farmers' Market and the Farmers' Market Philosophy. If it is determined that the Specialty Vendor will complement the Farmers' Market and Farmers' Market Philosophy, acceptance into the Farmers' Market will be conditioned upon Stall/Space availability; provided, Farm and Food Vendor applicants on the wait-list for the requested days will receive priority.

B. Specialty Vendor Products

- (1) Products Specialty Vendors might sell include, but are not limited to, the following:
 - (a) Environmental based products such as rain barrels, decorative planters and containers
 - (b) Artisan (home-made) based products such as hand soaps and body oils

Note: Vendors must fill out a Product List when applying. If an approved vendor wants to modify its Product List the vendor must fill out a revised Product List. Staff will notify the vendor if the request is approved or denied. To the extent appropriate, any significant changes to a previously approved Product List may impact the vendor's contract, Stall/Space assignment or approved dates.
- (2) All new Specialty Vendor applicants will be required to give city staff five samples of one product or a variety of products from their Product List so city staff can see firsthand the quality and type of product the vendor proposes to sell. If the samples are not turned in with the application, city staff will contact the vendor to arrange a time for the sample to be brought to the City offices.
- (3) City staff has the right to deny certain products on the submitted Product List at any point in time.
- (4) City staff has the right to have Specialty Vendors remove any product that is contaminated, recalled by any government agency, low quality, spoiled, or distasteful looking. Specialty Vendors agree to take immediate steps to remove the products from sale upon notification.

12. VENDOR SIGNAGE

A. Vendor Signage Requirements

Vendors must accurately label the origin of the vendor's products according to the following:

- (1) Farm Vendors
 - (a) Farm Vendors must have a large sign that clearly identifies their farm name and the city in which their farm is located.
 - (b) All products for sale must include a sign with the following information:
 - (i) Type of product
 - (ii) Price of product
 - (iii) City and Origin of product
 - (iv) Whether product is "Homegrown," "Locally Purchased," "Regionally Purchased," or "Warehouse"

Note: Any vendor that is not 100% Homegrown must, upon request of city staff, identify who the vendor buys its products from, provide the vendor's auction sale ID number, and/or provide the vendor's sales receipts.

- (c) Products with an extremely short shelf life must be sold separately and clearly labeled as such. Labels such as “seconds” or “for canning” are acceptable labels.
 - (d) Farm Vendors who are 100% Homegrown may display a sign at their booth identifying themselves as 100% Homegrown.
 - (e) When applicable, Farm Vendors may identify a product as “Certified USDA Organic.”
- (2) Food & Specialty Vendors
- (a) Food & Specialty Vendors must have a large sign that clearly identifies their business name.
 - (b) All products for sale must include a sign identifying the type of product and the price of product.
 - (c) Products with an extremely short shelf life must be sold separately and clearly labeled as such.
- (3) Templates, Sign Quality and Other Signs
- (a) The City will have templates available with the required wording for each product being sold, such as “Organic,” “Homegrown,” “Locally Purchased,” “Regionally Purchased,” and “Warehouse.”
 - (b) If the City template is not used, the Farm Vendor must follow the exact same format. The term “Organic,” “Homegrown,” “Local,” “Regional,” or “Warehouse” must be the prominent word at the top. If too much wording is on one sign, the vendor will be asked to redo the sign. If too many other marketing signs distract from the terminology sign, the vendor will be asked to remove or modify the marketing signs.
 - (c) All signs must be clearly written and displayed neatly. Torn paper or cardboard boxes are not permitted. Cardboard neatly cut is acceptable.
 - (d) Vendors are allowed to display additional marketing signs to identify their products or practices; provided, however, vendors must accurately display these signs based on accepted and recognized practices. For example, vendors may display if:
 - (i) Vendor does not spray;
 - (ii) Vendor is certified naturally grown or raised;
 - (iii) A product is GMO free; or
 - (iv) A food product is “gluten free” or has “no sugar added.”

B. Farm Vendor Definitions

- (1) “USDA-Certified Organic” – Products grown by a USDA-Certified Organic farm.

Note: Farm Vendors who are not USDA-Certified Organic may not use the term “organic” on any signs or verbally when talking to customers to describe their products and/or practices. Vendors may use alternative marketing phrases such as “No Sprays,” “All Natural” or “Pesticide Free.”

- (2) “Homegrown” – Product is planted, grown and harvested by the Farm Vendor and/or staff on the Farm Vendor’s (owned or leased) property.

For the purposes of these Rules and Regulations, “Homegrown” may also apply to animal products (for example, beef, pork, lamb, poultry and eggs) when the animals are raised, cared-for and monitored on a daily basis by the Farm Vendor or staff on the Farm Vendor’s (owned or leased) property.

Note: A Farm Vendor may be considered 100% Homegrown if everything the vendor sells is “Homegrown” except for one or two products that are supplemented, as long as such products are an added-value product to the Farmers’ Market. City staff will review each Product List and determine on an individual basis if the Farm Vendor will receive the 100% Homegrown classification. Examples of added-value products include, but are not limited to, products to help with preparing food, cooking foods, or products that enhance the overall Farmer’s Market experience.

- (3) “Locally Purchased” – Products purchased by the Farm Vendor directly from a known farmer who has planted, grown and harvested the products within a 150-mile radius of the Kansas City metro area. When applying to animal products, the animals must be raised, cared-for and monitored on a daily basis within a 150-mile radius of the Kansas City metro area.
- (4) “Regionally Purchased” – Products purchased by the Farm Vendor directly from a known Farm Vendor or an auction house outside a 150-miles radius but within a 250-mile radius of the Kansas City metro area. When applying to animal products, the animals must be raised, cared-for and monitored on a daily basis within a 150-mile radius of the Kansas City metro area.
- (5) “Warehouse” – Products purchased by the Farm Vendor from a wholesale supplier or the origin of the product is outside a 250-mile radius of the Kansas City metro area.
- (6) Farm Vendor Categories
- (a) “Vendor Owned Land” – Land that is legally owned by the Farm Vendor, and over which the vendor has authority and control.
 - (b) “Leased Land”– Land that is not owned but is leased by the Farm Vendor. The leased land must be identified in a written contract between the Farm Vendor and the property owner, whereby the property owner grants the Farm Vendor with full access, authority and control of the leased land.
 - (c) Partnerships – The Farm Vendor consists of two or more persons who jointly participate and regularly attend the Farmers’ Market as a single vendor. The partnership and all applicable information regarding each partner must be submitted with the vendor’s application and approved by city staff.
 - (d) Cooperation a.k.a “Co-Op” - Two or more persons using the same farm land, who operate under two different business names and/or

tax id numbers. Only the approved Farm Vendor(s) regular participates and attends the Farmers' Market.

Note: Farm Vendor that are part of a Co-Op cannot identify their products as Homegrown, but should, as appropriate, identify their products as Local, Regional or Warehouse.

13. **SET-UP**

- A. Vendors must arrive at the Farmers' Market no later than ½ hour before the Farmers' Market opens and must be ready to do business at the time the Farmers' Market is scheduled to open to the public. Any vendor, who does not arrive ½ hour before the Farmers' Market opens and has not notified the City, automatically forfeits their Stall/ Space for that day without refund, and city staff may reassign the Stall/Space. If the Stall/Space is still available, late arrivals may be allowed to set up with approval of the Farmer's Market Manager/ Recreation Supervisor, at his/her sole discretion. (Timely arrival ensures optimal customer and vendor safety and excellent customer service.) If a vendor arrives late and fails to notify the Farmers' Market Manager/Recreation Supervisor ½ hour in advance on three occasions, the vendor will forfeit the vendor's Stall/Space for the season without refund.
- B. To ensure the Farmers' Market continuity and optimal public safety, vendors may not break down their Stalls/Spaces until 1 p.m. each Farmers' Market day. If a vendor has an emergency or special circumstance and needs to leave before 1 p.m., the vendor must get prior approval from the Farmers' Market Manager/Recreation Supervisor. In the event that a vendor "sells out" prior to the 1 p.m. departure time, it is a great opportunity to talk to potential customers about the vendor's products or to take special orders. Vendors who leave before 1 p.m. without prior approval from the Farmers' Market Manager/Recreation Supervisor will be subject to the enforcement actions set forth in these Rules and Regulations.
- C. Vendors must notify the City if the vendor will not be attending the Farmers' Market. Notification must be done no later than Noon the day before the Farmers' Market. In the event of unforeseen circumstances on the Farmers' Market day, vendors must notify the Farmers' Market Manager/Recreation Supervisor as soon as possible. If possible, the Farmers' Market Manager/ Recreation Supervisor may rent the Stall/Space for the day.

14. **CLEANUP**

- A. Vendors are responsible for ensuring that their designated Stall/Space is completely free of debris and trash and for carrying their own trash bags and brooms to clean up their Farmers' Market area.

- B. Vendors are not allowed to use the trash dumpsters. All trash must be taken with the vendor. Under no circumstances should merchant dumpsters or the public trash containers in the Downtown Overland Park area be used for vendor trash.
- C. Vendors are responsible for the following during cleanup:
 - (1) The recycling dumpsters may be used for recycled products. All cardboard must be taken away or must be broken down and recycled in the bin provided. No boxes may be placed beside the bin. There are no exceptions to this rule. If the bin is full, vendors must take boxes when leaving the Farmers' Market that day. The recycling dumpsters are on loan to the City and the rights to use these dumpsters may be revoked at any time.
 - (2) No wooden crates may be placed in any dumpster. There are no exceptions to this rule.
 - (3) All vendor merchandise, valuables, tables, chairs, equipment, signage, decoration, displays, and trash must be removed by 3 p.m. on Farmers' Market days.

15. USE OF ASSIGNED STALL OR SPACE

- A. Vendors must maintain their products within the assigned physical Stall/Space. For vendors on the south side, the front edge of selling surfaces or products displayed may be no more than 30 inches from the end of the parking space lines to ensure that the center aisle is not blocked. For vendors on the north side, the front edge of the selling surfaces or products displayed must be parallel to the parking space lines to ensure the center aisle is not blocked. This is essential to creating a safe Farmers' Market and to permit enough room for customers to move safely and efficiently through the Farmers' Market.
- B. Vendors may not restrict public parking spaces in the Farmers' Market area at any time. Vendors may not place buckets or other barriers in parking spaces to restrict public access to those parking spaces.
- C. All products containers, boxes, etc. must be in good repair and free of sharp edges that might be injurious to the public. All containers must be placed and displayed in a manner that is safe to vendors and the public.
- D. Vendors must display all products for sale above the ground level (minimum of 6 inches). Exceptions are made for heavier products, such as watermelons, pumpkins and potted plants. Vendors should consult the Farmers' Market Manager/Recreation Supervisor about concerns displaying products.
- E. Vendors may hang signs from the Farmer's Market pavilion above their assigned Stalls as long as the signs do not damage the pavilion (i.e. PVC, metal chain wrapped in plastic). These signs are subject to city staff approval.

- F. Vendors may not hang rods or any metal fixture inside the Farmer's Market pavilion. Neither tape nor any form of adhesive is allowed on any part of the pavilion.
- G. Costs to repair damage of any kind to the Farmers' Market pavilion, blacktop, pavement, curbing, landscaping or surrounding property will be assessed to the vendor causing the damage.

16. PARKING

- A. Vendors assigned to a 1 or 1.5 Stall/Space under the Farmer's Market pavilion are allowed to park one vehicle either under the pavilion cover or:
 - (1) North side - with tires extending over the bumper guards or in the parking space immediately behind the vendor's assigned Stall;
 - (2) South side – with tires on the sidewalk and no part of the vehicle touching any vegetation or in the parking space immediately behind the vendor's assigned Stall.
- B. Vendors assigned to 2 stalls under the Farmers' Market pavilion are allowed to utilize two parking spaces.
- C. Vendors may also unload products and move vehicle(s) to the city parking lot south of 80th Street and west of Marty. For vehicles that do not fit under the pavilion or the assigned stall, vendors must unload their vehicles and move it to the public parking lot.
- D. Food and Specialty Vendors and all extra Farm Vendor vehicles used by the vendors and their staff must be parked in the city parking lot south of 80th Street and west of Marty. It is critical that as much parking be kept for customers as possible.
- E. Some vendor parking stalls do not evenly align with the Stall the vendor has been assigned too. Some vendors may have to adjust their parking accordingly.
- F. There is no overnight parking.

17. SALES TAX

- A. Vendors are required to comply with the Kansas State Sales tax law and are responsible for collecting and remitting any local and/or State of Kansas sales taxes.
- B. Vendors must provide proof of sales tax number prior to selling at the Farmers' Market.

18. HEALTH REGULATIONS AND SAMPLING

- A. Vendors will abide by all City, County, State and/or Federal Public Health Regulations and adhere to safe food handling practices in regard to the preparation, handling, presentation and selling of all food products for sale at the Farmers' Market.
- (1) It is up to the vendor to understand all the City, County, State and/or Federal Public Health Regulations. The City will just enforce those regulations.
- B. No sampling of product is allowed until the Temporary Food Application is submitted and the appropriate permit is obtained from the City's Planning and Development Services Department.
- C. At no time may any vendor sample cut melons or tomatoes per the Kansas Department of Agriculture.

19. WEB RELEASE & PHOTOGRAPHS

- A. The City's website at www.opkansas.org will include a list of Farmers' Market vendors. Each vendor's name, city and state, identification as what type of vendor, individual market dates, Product List and Stall/Space location will be available to the public on the website. This information must be provided and maintained by the vendor.
- B. Photographs of vendors at the Farmers' Market are taken. As part of the consideration for the use of a Stall/Space, vendors and vendors' staff participating in the Farmers' Market authorize the City to use any photograph(s) taken of said persons during the Farmers' Market day activities, and waive any and all claims that said persons may have or claim to have resulting from such photos or reproduction of them.

20. BEANS & GREENS PROGRAM

All vendor are required to participate in the Beans & Greens Program (EBT and Debit). Vendor participation in the Kansas Senior Vouchers program is optional.

- A. EBT
- (1) The Farmers' Market accepts the State-issued Electronic Benefit Transfer (EBT) Cards from Kansas, Missouri and all other federally approved states. Formerly known as the Food Stamp Program, the Supplemental Nutrition Assistance Program (SNAP) is a federally funded program which delivers monthly benefits to 35 million Americans nationwide.
- (2) Participants of the EBT/SNAP program can have their EBT card swiped at the Market Info Booth to receive tokens that must be accepted at all

vendor Stalls/Spaces. EBT/SNAP participants receive a one dollar (\$1.00) red token for every dollar exchanged from their EBT card.

- (3) Beans & Greens, a local foundation, is committed to ensuring access to fresh, healthy, local fruits, vegetables, meats and dairy products for our community. Beans & Greens offers a dollar for dollar match for EBT/SNAP participants up to twenty-five dollars (\$25) per week. The City reserves the right to change this amount at any time. This means that for every dollar up to \$25.00 per week that is exchanged at the Market Information Booth from an EBT card, the EBT/SNAP participant will receive an additional one dollar (\$1.00) blue token.
- (4) As a condition of participating in the Farmers' Market, vendors agree to accept the red and blue tokens from shoppers at a value of one dollar (\$1.00) for each red or blue token, subject to the following guidelines:
 - (a) Tokens cannot be exchanged for currency.
 - (b) Vendor cannot charge sale tax.
 - (c) Tokens can be used on any market day, and not just the day they are received.
 - (d) Subject to the previous guideline, products the vendor may sell for the tokens include: fruits, vegetables, baked goods, meats, poultry, dairy, dips, salsas, honey, jams, seeds, plants, granola and products labeled as homegrown, local or regional.
 - (e) Products the vendor may not sell for the tokens include: soaps, body oils, foods prepared on-site.

B. Debit

- (1) The Farmers' Market accepts debit cards at the Market Information Booth. Shoppers' debit card exchanges must be made in five dollar (\$5.00) increments. The shopper will receive a five dollar (\$5.00) green token for every five dollars (\$5.00) exchanged from their debit card.
- (2) As a condition of participating in the Farmers' Market, vendors agree to accept the green tokens from shoppers at a value of five dollars (\$5.00) for each green token, subject to the following: guidelines:
 - (a) Tokens cannot be exchanged for currency.
 - (b) Vendors must charge sales tax.
 - (c) Tokens can be used on any market day, and not just the day they are received.

C. Vendor Reimbursement for Beans & Greens Program (EBT and Debit)

- (1) Red tokens are equivalent to one dollar (\$1.00) each.
- (2) Blue tokens are equivalent to one dollar (\$1.00) each.
- (3) Green tokens are equivalent to five dollars (\$5.00) each.
- (4) Vendors may turn in the vendor's accumulated tokens at the Market Information Booth on any Market day. The tokens must be pre-counted, written down and placed in a sealed bag before turning into City staff.

- (5) City staff will recount and determine the overall value of the tokens being redeemed, and then issue the vendor a receipt.
- (6) The City will process a check request on the vendor's behalf every other week for the total amount of tokens redeemed. Unless the Farmers' Market season has concluded, the City reserves the right to delay processing any monthly Check Request for total amounts under twenty-five (\$25.00).
- (7) Vendor must provide the City with a W-9 for the City to issue vendor a check. (Returning vendors who participated in this program already have a W-9 on file, therefore, will not need to fill out this form again.)
- (8) All tokens must be turned into the City no later than the last Market Day. Any tokens not redeemed by then will not be accepted for payment in the current calendar year.

D. Kansas Senior Vouchers (SPFNP)

- (1) Senior Vouchers refers to the Senior Farmers Market Nutritional Program ("SFMNP"). This program is a State of Kansas program allowing qualified seniors to obtain food assistance. (To apply, the senior shopper files an application from the Olathe Salvation Army. The State of Kansas decides who qualifies and determines how many vouchers to give out per year.)
- (2) Vendor participation in SFMNP is optional. For vendors to participate in SFMNP, the vendor must apply and be accepted into SFMNP by the State of Kansas. One Senior Voucher is equivalent to three dollars (\$3.00) at participating vendor booths. All Senior Vouchers must be redeemed with the State of Kansas. **The Overland Park Farmers' Market will not redeem Senior Vouchers.** (See www.kdheks.gov/sfmnp/ for further information regarding vendor applications and participation with SFMNP.)
- (3) As stated above, Beans & Greens is committed to ensuring access to fresh, healthy, local fruits, vegetables, meats and dairy products for our community. Shopper with Senior Vouchers can receive a Beans & Greens match if they have their Senior Vouchers stamped at the Market Information Booth on Saturdays. Beans & Greens offers a dollar for dollar match for shoppers with Senior Vouchers up to twenty-five dollars (\$25.00) per week. The City reserves the right to change this amount at any time. This means that the shopper will receive an additional one dollar (\$1.00) blue token for every dollar of value of Senior Vouchers stamped at the Market Information Booth.
- (4) Vendors participating in the Beans & Greens Program agree to accept the red and blue tokens from shoppers at a value of one dollar (\$1.00) for each red or blue token and senior vouchers valued at three dollars (\$3.00) a coupon, subject to the following guidelines:
 - (a) Vendor must apply and sign this Vendor Participation Agreement in order to participate in the Beans & Greens Program.

- (b) Tokens and senior vouchers cannot be exchanged for currency.
- (c) Vendor cannot charge sales tax.
- (d) Tokens and vouchers can be used on any market day, and not just the day they are received.
- (e) Subject to the previous guideline, products the vendor may sell for the tokens include: fruits, vegetables, baked goods, meats, poultry, dairy, dips, salsas, honey, jams, seeds, plants, granola and products labeled at homegrown or regional.
- (f) Products the vendor may not sell for the tokens include: soaps, body oils, foods prepared on-site.

21. TRUTHFUL REPRESENTATION

- A. Vendors agree to completely and truthfully disclose the sources of all products they are offering for sale at the Farmers' Market (both to customers and to city staff), specifically, the source of the products and where they were grown, raised, produced or manufactured.
- B. Any changes to the Product List submitted with a vendor's application for the Farmers' Market must be communicated in writing to the City in advance to the selling of that product. The vendor must obtain permission from City staff before the product is offered for sale. Significant changes in the amount or source of supplementation may result in changes to the vendor priority list leading to reassignment of Stall/Space location or, in the case of drastic changes, loss of the privilege of participating in the Farmers' Market. Failure to report changes in the Product List will be considered misrepresentation and result in dismissal from the Farmers' Market without refund.
- C. The City reserves the right to visit and inspect the farm/property/kitchen sites listed on the Farmers' Market application to ensure that proper and correct reporting/information has been provided by the vendor. Vendors acknowledge and agree to such inspections and that vendors may not be given prior notice of farm or kitchen inspections.
- D. For any product that is not 100% Homegrown, the Farm Vendor must keep receipts at all times for proof of purchase of produce being sold at the Farmers' Market. City staff reserves the right to audit the Farm Vendor and at any time ask the vendor who the vendor buys from, the vendor's auction sale ID number and/or for the vendor's sales receipts. If the vendor does not have the requested information on hand, the vendor has three business days to submit it. If the vendor fails to provide the requested information, city staff has the right to prohibit the sale of the product from at the Farmers' Market in addition to taking disciplinary action. The receipts must be legible and include the following:
 - (1) Name of the company or farm
 - (2) Name of the person making the sale
 - (3) Address of the land where the product was purchased, raised and/or grown
 - (4) Phone number

- (5) Clearly identifies the product
 - (6) Amount purchased
 - (7) Date purchased
- E. False Packing is prohibited. “False Packing” is the topping or facing of containers with the best products exposed and poor products concealed underneath.
 - F. Vendors reflect upon the City and the community while at the Farmers’ Market, and therefore, any information given to the public must be accurate and positive in nature.
 - G. It is the responsibility of vendors to warrant, refund or exchange any product that is deemed unsatisfactory. The City will not get involved in determining what should or should not be refunded. Notwithstanding, the City reserves the right to investigate any complaint or series of complaints and take whatever enforcement action may be warranted under these Rules & Regulations.
 - H. Vendors acknowledge and agree that, in the event that the City discovers that any information provided by the vendor to the City and/or public (verbally or in writing) in advance of or during the Farmers’ Market season is incorrect, misleading, harmful to the reputation or untruthful, the City may take the enforcement action as provided for in these Rules and Regulations.

22. VENDOR SAFETY, BEHAVIOR AND CONDUCT

- A. Vendors must be 18 years or older to sell at the Farmers’ Market. Provided the vendor is in compliance with Kansas Labor Laws, vendors may hire staff younger than 18 to work in their Stall/Space.
- B. Vendors are responsible for educating their staff about these Rules & Regulations.
- C. No “hawking” or yelling out of product items or prices to customers is permitted.
- D. The playing of loud music in vendor Stalls/Spaces will not be permitted.
- E. The only signs permitted in the Farmers’ Market will be those that provide specific required information regarding the products for sale by the vendor.
- F. In order to promote a healthy lifestyle, the City does not allow smoking or chewing of tobacco products under the Farmer’s Market pavilion or in the defined Farmers’ Market areas.
- G. No pets are allowed in the Farmers’ Market with the exception of service animals with the proper identification.
- H. Vendors who have issues regarding other vendors and/or specific Rules & Regulations complaints must report such issues to City staff in a professional and

non-confrontational manner. City staff (and not the reporting vendor) will determine if a violation has occurred or if any issue needs to be addressed by the other vendor.

- I. Vendors are expected to manage their own Stall/Space and staff. Vendors are responsible for the actions of their staff.
- J. Vendors acknowledge that the City and its employees are released from any responsibility or liability for lost or damaged merchandise or property belonging to any vendor and that the vendor is responsible for securing his/her individual property and merchandise.
- K. Vendors must comply with all City, County, State and Federal statutes, ordinances, regulations and laws relating to the Farmers' Market and the vendor's business conducted at the Farmers' Market. Such compliance includes, but is not limited to, the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.), Title VII of the Civil Rights Act of 1964 as amended, the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) No vendor shall discriminate against any person in the performance of their work because of race, religion, color, sex, national origin, age, disability, orientation, ancestry, veteran status, or low income. Each vendor shall also abide by all other federal, state and local laws, ordinances and regulations applicable.
- L. No vendor will harass, threaten or intimidate another vendor, another vendor's staff, city staff or any customer.
- M. The clothing that is worn by a vendors and vendors' staff at the Farmers' Market must not contain any profanity or obscene images or words.
- N. Vendors are not allowed to enter into any price-fixing.
- O. No propane, gas or kerosene is allowed under the Farmer's Market pavilion.

23. **ENFORCEMENT**

- A. Violations of these Rules and Regulations may result in oral or written warnings, suspensions, or seasonal or permanent expulsion from the Farmers' Market. It is important to note that the purpose of these enforcement actions is to correct actions or behaviors that are not in compliance with these Rules and Regulations and to encourage future compliance. It is the City's desire and expectation that all vendors will adhere to these Rules and Regulations and that such enforcement actions will not be necessary.
- B. In the event a complaint (customer, vendor, or otherwise) is reported to city staff, or city staff personally observes a violation of these Rules and Regulations, city staff will document the incident and any associated findings in writing and notify

the vendor of the complaint, the findings and any enforcement action to be taken (if any). Violations will be documented for the City's file, and a copy given to the vendor.

- C. Based on the severity of the violation, the Recreation Supervisor or the Farmer's Market Manager (or their designee) has the discretion to determine whether a first or a second violation of these Rules and Regulations is serious enough to warrant suspension or expulsion from the Farmers' Market. Any vendor receiving a third notice of violation will be automatically suspended or expelled from the Farmers' Market without a refund. The Recreation Supervisor, the Farmers' Market Manager or their designee's decision for onsite disputes will be enforced immediately. Any warning, suspension or expulsion of a vendor will remain in effect unless otherwise reversed or modified by the Director of Recreation Services or the City Manager (or their designee).
- D. A vendor may appeal an enforcement action (warning, suspension or expulsion) by the Recreation Supervisor or the Farmer's Market Manager (or their designee) to the City's Director of Recreation Services (or the Director's designee). The appeal must be written and submitted to the Director within five business days of the enforcement action. The Director will review the documentation and information provided by city staff and the vendor, and the Director will conduct any further investigation the Director deems necessary and appropriate. The Director will make a decision on the appeal within 10 business days, unless additional reasonable time is necessary and the vendor is informed of the delay. The Director's decision will remain in effect unless otherwise reversed or modified by the City Manager.
- E. A vendor may appeal the decision of the Director of Recreation Services to the City Manager (or the City Manager's designee). The appeal must be written and submitted to the City Manager within five business days of the decision of the Director. The City Manager will review the documentation and information provided by city staff and the vendor as well as the decision of the Director, and the City Manager will conduct any further investigation the City Manager deems necessary and appropriate. The City Manager will make a decision on the appeal within 10 business days, unless additional reasonable time is necessary and the vendor is informed of the delay.
- F. Any vendor who receives a suspension will automatically be placed on probation for the remainder of the season and for the duration of the entire next season (if the vendor is invited back to participate). If a vendor is put on probation, suspended, or expelled the vendor is disqualified from the Asked Back program.