

Policy Manual for

HATTERAS ISLAND FARMERS MARKET

The Hatteras Island Farmers Market is sponsored by:

COASTAL HARVESTERS, Inc.

P. O. Box 906

Buxton NC 27920

This document was adopted by the COASTAL HARVESTERS, Inc. Executive Board on May 2, 2010.

Vendors at the Hatteras Island Farmers Market (HIFM) must adhere to the following policies. Any exceptions must be approved by the Market Manager or the COASTAL HARVESTERS, Inc. (CHI) Executive Board.

Products Offered for Sale

All vendors shall offer only quality grown, caught, produced or prepared items such as fruits, vegetables, plants, herbs, flowers, eggs, meat, baked goods, pickled items, cheeses, jellies, honey, art and craft work and seafood. Products must be from North Carolina or within 50 miles of the North Carolina border. Any products not specifically listed here will be reviewed by the CHI Market Committee for eligibility.

Membership Requirements

All vendors must be members of CHI as outlined in the CHI bylaws.

Producers of Products Offered for Sale

Sellers must be the producer, producer's agent and/or relative of the producer to participate in the market. Exceptions may be discussed with the Market Committee.

Upon prior Market Committee approval, vendors will be allowed to supplement their product offering (termed as "carrying") with other locally grown/produced items if at least 60% of the value of the product offered, each market day, is grown/produced by the vendor. Vendors will be required to clearly identify all such products, indicating the producer's name and location of production. The Market Committee reserves the right to request receipts of "carried" products and/or contact the source of any "carried" product to verify origin. Vendors interested in "carrying" products requiring inspection and/or certification shall provide a copy of the original producer's

inspection, license and/or certification to the Market Manager and keep a copy with them when selling at the market. "Local" shall be defined strictly as produced in North Carolina or within 50 miles of the North Carolina border. NO PEDDLERS. NO WHOLESALERS.

Art and craft vendors are required to produce 100% of their daily product offerings.

Hours of Operation and Set-up

The HIFM will be open from May through October, weather permitting, with specific dates to be set by the CHI Executive Board. The hours of operation will be on Tuesdays from 9 a.m. until 1 p.m. A bell will ring at 9 a.m. to indicate when selling may begin. No one may sell before the bell rings. Set-up must be completed by 8:45 a.m. Any vendor not on site by 8:30 a.m. will not be allowed to set up unless a special exception is made by the Market Manager.

For farmers/producers, one vendor space encompasses the length of a vehicle (no more than 20 feet) and width of a vehicle plus a 10' x 10' space adjacent to the vehicle. Art and craft vendor spaces are 10' x 10'. Vendors may request and pay for up to two (2) spaces.

Vendors may display products on tables or on the back of a vehicle, but not on the ground. Vendors must provide their own tables or displays. Canopies, tents or umbrellas are encouraged. All canopies, tents and umbrellas must be secured.

Vendors are encouraged to remain until closing even if they have sold their entire inventory. If a vendor sells out of products and wishes to leave before closing, he/she should request approval from the Market Manager. No vendor should leave prior to closing without approval from the Market Manager.

The market will operate rain or shine, unless the Market Manager determines the weather would pose a public hazard. In this instance, vendors will be notified within 24 hours of the market start time.

Signs

Vendors must display a sign at their stand stating farm, family and/or business name and location of the farm or business.

Pricing

All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing.

All scales used must have a state certification sticker visible.

Pricing of goods sold at the market is solely the responsibility of the individual vendor. However, vendors are expected to be aware of and maintain fair market values. Radical price cutting of top quality produce or "dumping" is prohibited. Poor quality or overripe products labeled as such may be sold at a discounted price. Advertised prices must be maintained throughout the market day.

Fees

All vendors must pay the one-time general membership fee of \$25 plus a weekly space rental fee of \$10. Vendors who rent space for an entire season will be given a 0% discount. Rental fees will be fully refunded if the vendor gives 48 hours notices of his/her absence from a paid market and the space is rented to a stand-by vendor. Other refunds will be considered by the CHI Executive Board on a case-by-case basis for absences forced by unforeseen circumstances. Stand-by space rental fees will be \$25 per space per week for the first week and \$10 for subsequent weeks, with application fees if appropriate. A 10% discount on space rental fees will be given to Farm Bureau members.

Market Manager

The CHI Executive Board will appoint a Market Manager. The Market Manager will work to achieve a smoothly running market by answering questions, clarifying and implementing market policies and upholding the CHI bylaws. He/she will act as an information liaison among customers, vendors and the CHI Executive Board. Any disputes which cannot be resolved by the Market Manager will be turned over to the CHI Executive Board. Members may appeal any decision of the Market Manager to the CHI Executive Board. All decisions made by the CHI Executive Board will be final.

Clean Up

Each vendor will be responsible for cleaning his/her selling space. Each vendor will be responsible for packing out his/her own garbage. Repeated failure to comply with this policy may result in exclusion from future markets.

Quality

HIFM strives to provide a marketplace where fresh, wholesome, high quality products are sold. The Market Manager will have the responsibility for insuring that quality items are being sold at the market. HIFM reserves the right to not allow products of poor quality or with objectionable images, messages or product implications to be sold.

The market does not offer exclusive rights to any one vendor to sell any one product. Market customers generally benefit from having a choice. However, if the Market Committee believes that the number of vendors offering the same or similar products is excessive or that current market demand is being met, duplicate products may be denied entry. The Market Committee has the sole discretion to accept or deny applications.

Restrooms

Public restrooms will be available. Vendors are expected to help keep the restrooms clean and orderly.

Pets and Farm Animals

No pets will be allowed in the market area except for service animals. Farm animals such as ducks, rabbits, etc. may be sold as long as they are placed in cages and provided with shelter and shade. All vendors bringing in farm animals should place plastic sheets under the animals' cages.

Regulations

A State Environmental Health officer may inspect the market each season. Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, and Dare County.

All prepared food items, meat, seafood, and cheese sold must comply with local, state and or federal regulations including the inspection of the prepared foods seller's kitchens by NCDA health inspectors and labeling in compliance with the regulations. Sellers must have a copy of their inspection, license and/or certification form on file with the Market Manager, as well as with them when selling at market.

All items sold as organic must meet the requirements of the National Organic Program. Sellers of organic items must have a copy of their certification on file with the market manager as well as with them when selling at market. Only certified organic growers may display signs using the word "organic."

The Market Committee and/or Market Manager reserves the right to conduct an inspection of any market vendor at any time to verify product origin.

WIC/Senior Redemption Program

Vendors participating in the WIC and Senior Nutrition Programs are responsible for obtaining and following WIC/Senior Nutrition Program rules and regulations.

Space Selection

Charter vendors will have priority selection for their original spaces at the HIFM. Other spaces will be allocated by date priority. Every effort will be made to keep a vendor's spaces contiguous. The number of active vendors may be limited if there are space constraints.

Waiting Lists

If the limit of the number of Active Vendors is reached, two waiting lists will be maintained by the CHI Market Committee: the Inactive Vendor List and the Prospective Vendor List.

Inactive Vendor List

Active vendors wishing to become inactive for a period of time may submit a written request to the Chair of the Market Committee. Vendors may not request to be placed on this list if they are delinquent on any monies owed to CHI or HIFM.

Prospective Vendor List

If a vendor wants to participate in the market but space is not available, the vendor will be placed on the Prospective Vendor List after completing an application and paying the one-time CHI membership fee.

When an opening for an Active Vendor becomes available, vendors on the Inactive Vendor List will be given first right of refusal on the space. If there are no vendors on the Inactive Vendor List or they all decline to fill the vacancy, the first vendor on the Prospective Vendor List will be offered the space. If the prospective member declines the space, his/her name will move to the bottom of the Prospective Vendor List. If the

prospective member accepts the space, he/she will have seven (7) days to pay the rental fee. If the fee is not paid in that time frame, the member's name will move to the bottom of the Prospective Vendor List and the next vendor on the list will be offered the space.

Missed Markets

The Market Manager may reassign booth priorities for vendors who miss two or more market days in a single season.

Leasing, Subletting and Sharing Spaces

All spaces must be occupied by the vendor leasing the space or by employees of the vendor. Subletting of spaces is not allowed and may lead to termination of the vendor's lease. The sharing of a rented space with another vendor is not allowed. Each vendor must rent his/her own space from the HIFM.

Meetings

There will be one annual meeting of all CHI members. The time and place of this meeting will be announced in accordance with the CHI bylaws.

Newsletters, Ads and Flyers

Any publication, ad or flyer referencing CHI or HIFM must be approved by the CHI Executive Board prior to distribution.

Discrimination and Harassment

Members of CHI, market employees and other persons selling at the HIFM or participating in market functions, whether dealing with customers of the market or with other market vendors, shall not discriminate against any individual with regard to the selling of products, hiring, promotion, discipline or other matters because of age, sex, race, creed, color, national origin, sexual orientation, or the presence of any physical, mental or sensory disability. All vendors, members and employees of the HIFM shall behave in a way that is free of harassment and discrimination when dealing with all customers, contractors and potential customers. Complaints should be taken to the CHI Executive Board where they will be treated with the utmost confidentiality.

Amendment Procedure

Proposed changes to this policy manual should be presented to the Chair of CHI's Market Committee for discussion.

Alcohol, Drugs and Other Illegal Substances

The use or distribution of alcohol, drugs or any illegal substance is prohibited on market premises. Alcoholic beverages may be offered for sale as long as ABC, state and county laws and regulations are followed.

Smoking

Smoking by vendors or by persons affiliated with CHI on market days will not be allowed.

Service

Vendors reserve the right to refuse service to anyone.

Vendor Contributions

Vendors may be asked to contribute products to the market's promotional and educational events such as chef's demos, product tastings and special events. The local food bank may also solicit food contributions every week. Please consider contributing to this effort, as the local food bank is the best resource for distributing your unsold products to the local community in need.

Violations

Violations of the rules and regulations as discovered or reported to the Market Manager or any member of the Market Committee will result in a verbal warning to the offender for the first offense, a written warning and two market days suspension for a second offense and removal from the market for the third offense. The Market Manager has the discretion to immediately remove any ineligible or questionable product. Appeals may be made in writing to the Market Committee.

Complaints and Appeal Procedures

Any CHI member who feels that his/her rights as a member of CHI have been violated or feels that another member, market staff person or member of the CHI Executive Board has acted outside of their authority in a way that has harmed an individual or the market as a whole, may submit copies of a written appeal, including a clear and accurate description of the situation and any action either taken or contemplated by the aggrieved person to the Chair of the CHI Executive Board and to all others involved in the matter. The Chair will acknowledge receipt of the appeal and recommend, in a timely manner, possible resolution of the situation. Mediation between parties of the final ruling by the CHI Executive Board may be an action taken by the Chair to address the appeal.

Hold Harmless Clause and Insurance

All authorized vendors participating in the Hatteras Island Farmers Market shall be individually and severally responsible for any loss, bodily or personal injury, deaths, and/or property damage that may occur as result of the vendor's negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and save Coastal Harvesters Inc., its officers and employees harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by Coastal Harvesters Inc. by reason of the vendor's negligence or that of its servants, agents and employees. No insurance is provided by Coastal Harvesters Inc. to participants in the Hatteras Island Farmers Market. Participating vendors will be required to provide a signature in acknowledgement of this clause on the vendor application and will be expected to purchase their own liability insurance.

COASTAL HARVESTERS, Inc. enhances the quality of life on Hatteras Island by providing local growers, harvesters, artists, and artisans an opportunity to sell their goods directly to consumers, to educate consumers about local foods and seasonal eating, to encourage and promote the use of local products, and to strengthen community bonds.