



# 2023 Vendor Guidelines

## Market Hours and Location

The Sequim Farmers & Artisans Market (SFAM) hosts its regular season every Saturday from May through October at Civic Center Plaza – 152 W. Cedar Street – from 9:00 am to 2:00 pm.

## 2023 Special Events

Lavender Weekend	Winter Market Series
<p><b>Friday</b>, July 21<sup>st</sup>: 12:00 pm to 5:00 pm <b>Saturday</b>, July 22<sup>nd</sup>: 9:00 am to 5:00 pm* <b>Sunday</b>, July 23<sup>rd</sup>: 9:00 am to 3:00 pm</p> <p>Location: Civic Center Plaza</p> <p><i>*Farmers are permitted to break down at 2:00 pm</i></p>	<p><b>The November Market</b>, Saturday, November 18<sup>th</sup>: 10 am to 2 pm <b>The December Market</b>: Saturday, December 23<sup>rd</sup>: 10 am to 2 pm</p> <p>Location: Civic Center Plaza*</p> <p><i>*With back up location for dangerous weather conditions</i></p>

## **Vendor Categories**

SFAM forms the basis for its Vendor Categories from the Roots Guidelines as outlined by Washington State Farmers Market Association (WSFMA.)

### ***Farmers***

One who raises produce, plants or botanicals, or animals on land they own, lease, or rent, in the State of Washington. The definition of Farmer may also include someone who processes produce, fruit, berries, botanicals, meats, honey, etc., which is grown, raised, or harvested on their own, leased or rented property, in the State of Washington and then turned into value added product(s) such as jams, cider, salsa, vinegars, alcoholic beverages, essential oils or any other botanical use. It may also include Farmers who raise the basic ingredient(s) of a product, but who must send it out for fundamental processing, either within Washington State or border counties, before creating the value-added product. Such vendors might include those Farmers selling certain essential oils, smoked meats, or fish, etc. This excludes Resellers or those who might work on or manage a corporately owned farm and have permission to dispose of surplus product.

### ***Seafoods***

In the case of seafood, the vendor must own, lease, or operate the fishing vessel or own, lease or rent the parcel of land where the seafood is caught or harvested for sale at the market. The vendor must be a legal resident of the State of Washington. The product must originate from the greater Pacific Northwest, which includes Washington, Oregon, Alaska, and British Columbia.

### ***Alcoholic Beverages***

Alcoholic beverages such as Mead, Cider, Beer, Distilled Spirits and Wine must be made entirely from ingredients grown in Washington, or from grapes grown in a recognized Washington appellation, except for certain additives required for processing which cannot be produced in the State of Washington, not amounting to more than 5% of the total volume of the beverage.

### ***Processors***

One who sells foods that they have personally prepared or processed on property that they own, lease, or rent in the State of Washington. Processors are persons offering fresh food products (such as meats, seafood, ciders, wines, baked goods, jams, nuts, etc.) that have added value to their product through some sort of “hands-on” processing (e.g., hand-filleted fish, smoked or butchered meats, handmade candies/nuts, etc.), but have not raised the ingredients themselves. Processed food producers should use ingredients from Washington State farms or waters as much as possible.

### ***Resellers***

One who buys produce from farmers in Washington State and resells it to the consumer. Resellers are expected to be the only stop between the grower and the consumer. The product they buy must

not come from shippers, warehouses, jobbers, or wholesale distributors. They must not sell any produce not grown in Washington State. They may sell any produce they grow themselves on their own property (see Farmers). Resellers are sellers of crops that cannot be grown reliably, or are not offered for sale in sufficient quantity, by Farmers selling at SFAM. Resellers must have all crops pre-approved by the market before delivering the crops to market for sale. All Resellers, or Farmers, must label their products as being resold if they are not selling products which they have grown, raised, or harvested themselves on property that they own, lease, or rent. All information declaring which products are resold must be available and displayed with products or produce for the consumer to easily see and read. Signage must clearly state which farm(s) produced the products; other terms synonymous with “resold” may be substituted.

### ***Prepared Food***

Prepared Food vendors offer freshly made foods, available for sale and immediate consumption on-site at the market. Prepared Food vendors should use ingredients produced in Washington State as much as possible. Priority is given to those Prepared Food vendors who use ingredients from Washington State farms or waters.

### ***Artisans, Crafters and Services***

One who creates with their own hands the products they offer for sale at the market or providers of skilled craft services at the market, such as on-site knife sharpening, bike repair, or tool refurbishment. To qualify as an Artisan/Crafter, a majority of the tools and equipment used to produce their products must require skill, personal handling and/or manipulation, including second-hand items that are recycled, re-purposed and/or skillfully and creatively refurbished for new or improved use. Artisans/Crafters should incorporate materials grown or produced in Washington State as much as possible and create their products in Washington State only. Priority is given to those Artisan/Crafter vendors who use materials from Washington State.

### **Returning Vendor Automatic Renewal Criteria**

To qualify for automatic renewal for the 2023 season, returning vendors must meet the following criteria:

- Vendor business is based in Clallam County
- Meet or exceed an average daily sales amount of \$300 or more
- Attend 80% or more of their indicated attendance schedule from the 2022 season

Returning vendors who do not meet all these criteria or whose applications are late will meet or communicate with the jury committee for review prior to securing vendorship for the 2023 season. The above criteria are for automatic renewal qualification only and is not required to vend at the market.

### **Booth Staffing**

Vendors may send family members, partners, or employees to the market in their place, but are responsible for ensuring their on-site representatives read and comply with the Vendor Guidelines. All booth workers must be informed about all currencies accepted at the market, including market currencies, market tokens, EBT, etc., to ensure a positive shopping experience for all customers. Booth workers are encouraged to actively participate in market correspondence by providing an email address to receive the weekly emails and remain in communication with market staff.

### **Licenses and Permits**

Vendors shall submit, possess, and maintain all required State, County, and local licenses and permits. Each vendor is required to hold a Washington State Business License. All appropriate permits and licenses must be included in the vendor application packet to be considered eligible to vend at SFAM. All applicable licenses and permits must be clearly displayed whenever a vendor is selling at the market.

### **Liability and Insurance**

The market carries property liability insurance only. This covers accidents in which the market is negligent, which causes injury to customers, vendors, or employees of the market, or which causes damage to the property where the market is held. The market's policy does not cover vendor product liability. Product liability is the sole responsibility of the vendor selling the product.

The market requires that vendors have their own General Commercial Liability Insurance. All vendors must name the Sequim Farmers & Artisans Market as "additional insured" and submit demonstration. It is the responsibility of the vendor to have submit demonstration of all required licenses and permits before selling at the market.

### **Selling CSA Subscriptions**

Farmers are permitted to sell CSA memberships at the market. CSA membership payments are to be included in the vendor's daily 5% of sales remitted to the market.

Farmers are restricted in their ability to accept SNAP (EBT) benefits for payment for food far in advance of pick-up and to pay CSA-related fees. Per the USDA, prepayments must be within 14 days of pick-up. Therefore, unlike the typical CSA model where the customer pays all up-front, the SNAP CSA customer must make multiple payments if using their SNAP benefits to pay for the share. SNAP retailers may not process SNAP/EBT payments more than 14 days before providing the SNAP customer with the purchased goods. Membership fees are not SNAP eligible. Customers may not use SNAP benefits to pay for a CSA membership fee. SNAP benefits may be used only for the food itself.

## **To Become a SFAM Vendor**

To qualify to participate in the market, vendors are required to personally grow or handcraft the products they offer. (Certain exceptions exist for produce. See Resellers under Vendor Categories.)

SFAM Vendorship is established upon:

1. Submission of the 2023 Vendor Application
2. Successful completion of the jury process *or* autorenewal (for returning vendors who qualify)
3. Signature of compliance with 2023 Vendor Guidelines
4. Payment of the annual vendor fee (annual vendor fees are non-refundable.)
5. Demonstration of insurance, licenses, and permits

## **Annual Vendor Fees**

The annual vendor fee is \$75 annually and is non-refundable. Returning SFAM vendors are discounted to \$50.

Youth vendors must be younger than 18 years as of the season's first market day. The youth vendor annual fee is discounted at \$25 for the season. Youth vendors will also receive a discounted booth rate at \$3 per 10x10 booth space.

## **Daily Fees**

Each Saturday, vendors are required to pay a daily fee of \$15 per 10 ft x 10 ft booth space + 5% of pre-tax sales for each day of operations the vendor is present. Any additional booth space approved will be charged at the same rate per square foot in 5 ft increments.

Daily fees will be turned in to market staff on the day of vending, no earlier than 2:00pm and no later than 3:00 pm. Vendors who make sales after they have turned in their slip and daily fee must report those sales on the vendor's next vending day.

Custom orders or special sales which are generated at the market but delivered or picked up at a location other than the market are considered market sales and must be reported on sales slip with applicable fees paid on those sales.

## **Booth Space**

Standard single booth spaces are 10 ft x 10 ft. Double booth spaces are 20 ft wide x 10 ft deep.

Vehicles are not allowed in the booth space during vending hours.

Vendors' products, signage, displays, etc. may extend beyond the allotted booth space only with previous approval of the Executive Director. Safety, fairness among vendors, and overall market appearance are considered.

## **Vendors Selling by Scale Weight**

Any vendor selling or pricing products by weight is required to have all the below:

- A current Small Scale License (or endorsement) from Washington State
- A scale that has a certificate of compliance
- A certified scale that has been inspected

## **Display**

All vendor displays in, or on, a vendor's booth must be related to their business name, product, sales, or craft. This may include but is not limited to signage, banners, posters, flags, clothing, pennants, etc. All displays at the market are subject to periodic review and approval by the Executive Director and/or Board of Directors.

Vendors are required to keep their booth area clean and uncluttered during market hours. Please keep in mind the City's expectation to keep the plaza and street clean and free of spills and food stains, debris, and trash. A broom and dustpan are available from market staff. It is the vendor's responsibility to remove any trash from their space by the end of the day (including produce and floral debris.)

## **Vendor Promotional Merchandise**

Handcrafted products with vendor business promotional logos are allowed on a case-by-case basis. Handcrafted is defined as, "made skillfully by hand."

It is at the discretion of the Jury Committee to determine if the product is in line with the market's commitment to offering high-quality, locally handcrafted products.

Products that will not qualify include (but are not limited to:)

- Item purchased as merchandise customized with a logo
- Item that was created by someone other than the vendor
- Item that is not viewed as high quality or aesthetically pleasing by the Jury Committee
- Item that the Jury Committee feels will add to the saturation of said product at the market

## **Weight Policy**

Vendors are required to securely attach one weight (30 lbs. minimum) to each leg of your tent/canopy. Weights must be securely attached in accordance with the tent manufacturer's instructions and limitations. It is the vendor's responsibility to understand and comply with the

instructions and limitations provided by the manufacturer of their canopy/tent. Booth racks and merchandise do not count as weights. Weights cannot be shared by two canopies. For example, a vendor with two tents would require eight 30 lb. weights.

Displays, signage, and coverings on your tent or canopy must be safely anchored and attached.

Noncompliance will require immediate corrective action to continue vending.

Any vendor found in noncompliance with this policy will be asked to leave for that day and will not be permitted to return until the issue is corrected and passes the approval of the Executive Director.

### **Personal Music Systems**

Personal speaker systems (playing at an audible level) are only permitted during set-up and break down.

### **Booth Assignments**

The market will make every effort to accommodate the booth placement needs of each vendor and maintain the same placement for vendors throughout the season. However, the Executive Director reserves the right to make changes as necessary.

### **Booth Sharing**

To share a booth, each business must be juried in and is required to be a market vendor. Each business is required to be present for the entire market day. The daily rent fee will be shared, while each business owner will be responsible for their own daily sales percentage. Booth sharing is at the Executive Director's discretion.

### **Market Start**

Market staff will be onsite at the plaza by 6:00 am. Vendors are welcome to arrive at 5:30 am and must arrive no later than 8:30am. All vendors must be set-up and ready for business by the 9:00 am opening bell.

Vehicles may not be allowed to enter the market site within 30 minutes of the market opening. Late arrivals may not be allowed to set up and a daily booth fee may be charged.

### **Set-Up and Break Down**

Each vendor is responsible for their set up and breakdown.

The entire perimeter around the plaza on Sequim Ave and Cedar Street is a loading zone. Cones will be set up to indicate the street closures. If you move the cones for access, move them back. Please be mindful of the vendors on the south side of Cedar Street.

Vendors are asked to please unload quickly to avoid congestion and do all set-up of merchandise after parking your vehicle away from the plaza or loading zones. That means that you do not open your canopy or unpack anything until you have removed your vehicle. If you unload from the street perimeter, please leave all items on the sidewalk until you return from parking your vehicle so other vendors can access the loading zone.

On rainy days vendors whose product will be damaged by precipitation may open their canopy and weights prior to unloading to protect their product.

Break down is not permitted before 2:00 pm. Vendors must completely pack up before bringing their vehicle into loading zones.

### **Parking**

A parking map will be issued at the annual vendor meeting and is available upon request from the Executive Director. Please only park in approved areas and at the direction of market staff.

### **Vendor Pet Policy**

A vendor is allowed to have a pet accompanying them to market, if the pet is quiet, well-behaved, and not intrusive to others. The vendor must sign a waiver releasing the market of any responsibility for the pet's actions. The pet must be safely restrained within the vendor's booth and well cared for. The vendor is responsible for behavior and clean-up of their pet. All vendors must comply with local leash laws. The decision of whether a pet is market-friendly is at the discretion of the Executive Director.

### **Vendor Cancellation Policy**

Vendors who cannot attend on a market day they had committed to attending must notify the Executive Director no later than 5 pm on the Thursday before market day. Vendors who fail to comply with the cancellation policy will be charged their daily booth fee for that market day. Late cancellation notices due to illness or emergencies will be handled on a case-by-case basis by the Executive Director. The Executive Director may waive fees in emergency situations where proper notification was not possible. Repeated no-calls and/or no-shows by a vendor may lead to further disciplinary action. Approved emergency absences will not affect your attendance record.

### **Market Cancellation Policy**

Market cancellations are very rare, and occur only in the event of unsafe conditions, including but not limited to extreme winds, lightning, and air quality. The Executive Director makes the final decision regarding cancellation, working closely with the Board of Directors.

Communications with vendors regarding market cancellations will be as followed:



- On Wednesday, if there is potential for market cancellation, market staff will notify vendors to monitor their emails for notices.
- A follow up email will be sent on Friday vendors know an email will be sent by 5:00 am on Saturday to confirm if the market will open.

### **Emergency Closure During Market Hours**

The market may close early due to inclement, unsafe weather conditions. The decision to close early is made by the Executive Director in coordination with the Board of Directors.

### **Periodic Quality Review**

The Executive Director can review a vendor's product at any time during the season to ensure quality and compliance.

### **Market Map**

A preliminary map of the market will be sent via email by Tuesday evening. A final map with updates or changes will be sent out by Thursday evening. Vendors are expected to submit any corrections or change requests by Thursday at noon.

### **Diversity, Equity, and Inclusion**

The Sequim Farmers and Artisans Market opposes racism, sexism, transphobia, ableism, classism, and other oppressions. SFAM will not discriminate based on race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status in any of its activities or operations.

### **Market Staff**

SFAM employs a full-time Executive Director and one additional staff member who carry out the day-to-day management of the market and its business. Market volunteers also facilitate certain operations at the market. It is the sole responsibility of the Executive Director to respond to public concerns and complaints regarding any guest or vendor. Vendors have the right to appeal the Executive Director's discretionary decisions or any other grievances they may have at a monthly Board Meeting. Please contact the Executive Director or Board President prior to attending a meeting.

### **Board of Directors**

A volunteer Board of Directors governs the Sequim Farmers and Artisans Market. The Board works closely with the Executive Director and operates under the established by-laws of the market.

### **Market Committees**

Each season, the Board appoints a Governance Committee, Development Committee, and Jury Committee. Committees may include board members, staff members, vendors, and community stakeholders. Membership of these committees include one Board Member as the Chair.

### **Vendor Conduct**

Rude, abusive, or disruptive or offensive conduct is not tolerated.

Vendors will in no way cause detriment to other vendors, market staff, board members, volunteers, customers, or vendors' family members or friends.

Discrimination and/or harassment according to gender, race, color, religion (creed), sexual orientation, disability, age, ethnicity, ancestry, military or veteran status, or nationality will not be tolerated.

Threatening language or behavior will not be tolerated.

As per state law, smoking is not permitted within 25 ft of the market

Vendors who do not comply with the standards of conduct may be subject to discipline and/or dismissal. Vendors experiencing any difficulty with customers or other sellers should refer the matter promptly to the Executive Director.

## **Grievance Policy**

The Executive Director has been given authority to address grievances under the Vendor Guidelines established by the Board of Directors. All questions and complaints should be brought to the attention of the Executive Director in a respectful and appropriate manner.

Vendors are asked to follow the grievance procedure when a grievance cannot be resolved respectfully between the individuals involved:

1. Verbal discussion is encouraged as a first step.
2. If the grievance is between vendors and cannot be worked out personally, submit a written complaint to the Executive Director. Your written complaint will be evaluated within 2 weeks and action steps proposed.
3. If the grievance is between a vendor and market staff, submit a written complaint to the Board of Directors. The board will evaluate the written complaint within 30 days.
4. You may appeal any decision within 30 days. Your appeal must be presented in writing to the Board of Directors. Resolution will be determined by standard board voting procedure and communicated in writing to the aggrieved party within five business days of the next board meeting.
5. Decisions are ultimately at the discretion of the Executive Director and the Board of Directors. SFAM is committed to a fair and transparent grievance resolution process.

## **Compliance**

The Vendor Guidelines have been developed to create a safe and cohesive market experience for our guests and vendors. Compliance with the policies set forth in the Vendor Guidelines is mandatory. Compliance includes applicable federal, state, and local regulations.

The Executive Director has the authority to immediately deal with any issue regarding safety or liability.

All other noncompliance issues will be subject to the following progression:

1. First violation: **Verbal Warning**
2. Second violation: **Written Warning**
3. Third violation: **One Week Suspension & Board Review**
4. Fourth violation: **Season Suspension**
5. If the issue is corrected, the vendor may reapply for the following season. Any repeat violations **will immediately go to Step 3.**

Documentation of each violation by email to the vendor and will address, at minimum, the rule(s) violated, and the action taken.

During market hours, non-compliant persons are violating the market's license. If a person on market premises chooses not to comply with the Vendor Guidelines, market staff may contact local authorities with a trespassing complaint.

SFAM reserves the right to deny a vendor the privilege of selling at the market at any time.

### **Vendor Feedback**

Vendors are welcome at Board Meetings to observe, present ideas, ask questions, or discuss issues. If you would like to attend a Board Meeting, please contact the Board President. To address the board, the vendor needs to arrange time on the agenda by contacting the president at least five days prior to the meeting. The Board Meeting schedule is available on the market's website.

### **Important Contact Information**

Emma Jane Garcia <i>Executive Director</i> <a href="mailto:director@sequimmarket.com">director@sequimmarket.com</a> 360-582-6218	<i>Board of Directors</i> board@sequimmarket.com	<i>Website</i> sequimmarket.com
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