

2023 SNOHOMISH FARMERS MARKET
THURSDAYS | MAY-SEPT
3PM – 7PM
RULES AND REGULATIONS

Welcome to all returning Board Members, Vendors and New Vendors. The Snohomish Farmers Market is celebrating its 32nd year in 2023 and we are excited to be stronger than ever. Our primary goals of the Market are to provide Snohomish & the surrounding areas with local, farm-fresh goods, locally made products, and services. We are committed to providing a desirable & successful marketplace where farmers and consumers can interact in an enjoyable and beneficial environment.

The following Rules & Regulations are designed to ensure that the market is a safe, friendly place where Snohomish residents can buy exceptional products and build relationships with farmers & vendors.

Our Market is vendor-owned, and we welcome participation in our Board of Directors and membership meetings. We host monthly Board meetings, which are open to the public. Times and locations vary, so please check with the Manager or current Board Member to find out more.

It is essential for each vendor to carefully read these Rules and Regulations. By submitting your application, you hereby agree to comply with them. Failure to comply may result in the loss of permission to sell at the Snohomish Farmers Market.

Mailing Address:

PO Box 1994
Snohomish, WA 98291

Market Location (NEW 2023):

Cedar Avenue & Pearl Street
Snohomish, WA 98291

Market Manager:

Sarah Dylan Jensen
snohomishfarmersmarket@gmail.com
(425)-280-4150

Board President:

Erik Newquist
erik@aesirmeadery.com
(360)-965-5382

Registration & Fees for 2023:

- **2023 Snohomish Farmers Market Association Membership Dues are \$50 (one-time fee, annually)**
- **Stall Fees are:**
 - **\$45 per Market Day (Single Stall)**
 - **\$80 per Market Day (Double Stall)**
 - **\$80 per Market Day (Food Trucks)**
- Fees are collected IN ADVANCE for future market days and are non-refundable (see Cancellation Policy below). Fees are invoiced every Friday and due **NO LATER THAN SUNDAY** prior to market day. You will **NOT** be allowed to set up if your fee is not paid online by Sunday EOD.
- Payments are accepted ONLINE ONLY. CASH/CHECKS not accepted. You will need to prepay for your spot via the invoice sent to you to ensure you are on the map for the next week. With growing vendor attendance and desire to participate, it is unfair to bend or change rules. Payment is due ahead of time, no exceptions.

Rules & Regulations:

The following Rules & Regulations are directly adapted from the WSFMA “Root Guidelines.” The Snohomish Farmers Market is an active member in good standing with WSFMA and strives to abide by the procedures & processes as noted.

I. WHO CAN SELL

- **Farmers:** One who raises produce, plants or botanicals, or animals which they sell at WSFMA Member Markets on land they own, lease or rent, in the State of Washington or border counties (Please see “Appendix A: WSFMA Approved Bordering Counties”). 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 or border counties 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 WSFMA Member Markets. The vendor must be a legal resident of the State of Washington.
 - **SCALES:** Vendors that sell products by weight must provide their own scales, which must be “Legal for Trade” and subject to inspection by the Department of Agriculture’s Weights and Measurements Program.
 -
- **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. All **Processors** must meet all Federal, State, County and local Health Department requirements. All appropriate permits and licenses must be submitted and filed with the Market Manager. **Processors** must produce their products in Washington State only, or in the border counties listed in Appendix A. Processed food producers should use ingredients from Washington State farms or waters as much as possible, and WSFMA Member Markets should give stall preference to those **Processors** who use ingredients from Washington State farms or waters.
 - **SEAFOODS:** *In the case of seafood vendors, the product must originate from the greater Pacific Northwest, which includes Washington, Oregon, Alaska and British Columbia.*
 - **SCALES:** Vendors that sell products by weight must provide their own scales, which must be “Legal for Trade” and subject to inspection by the Department of Agriculture’s Weights and Measurements Program.
- **Resellers:** One who buys produce from farmers in Washington State, or the border counties listed in Appendix A only, transports it to a WSFMA Member Market, and resells it to the

consumer. **Resellers** are allowed to sell at WSFMA Member Markets, but do have strict criteria to follow:

- **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 or the border counties listed in Appendix A (For example: oranges or bananas).
- 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 a given WSFMA Member Market, as determined by the individual WSFMA Member Market's governing body.
- **Resellers** must have all crops pre-approved by the Member Market's governing body before delivering the crops to market for sale. Approved, resold crops must be specifically limited, so as not to compete with the crops of **Farmers** within the geographic vendor boundaries of the WSFMA Member Market, as defined by the Market's policies and by-laws.
- 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 for the consumer to easily read. Signage must clearly state which farm(s) produced the products; other terms synonymous with "resold" may be substituted.
- **Resellers from border counties are not allowed to sell at WSFMA Member Markets.**

Other Vendors:

- **Prepared Food Vendors:** (Concessionaires) offer freshly made foods, available for sale and immediate consumption on-site at WSFMA Member Markets. **Prepared Food** vendors shall submit and also possess and maintain all required State, County, and local Health Department permits. All appropriate permits and licenses shall be filed with the management of the market. **Prepared Food** vendors should use ingredients produced in Washington State as much as possible. Further, when selecting **Prepared Food** vendors, WSFMA Member Markets are encouraged to provide a good variety of healthy foods and to give preference to those vendors using ingredients produced in Washington State only. **Prepared Food vendors from border counties, listed in Appendix A, are only allowed to sell at WSFMA Member Markets operating along the Washington State border;** WSFMA Member Markets should give priority to those **Prepared Food** vendors who use ingredients from Washington State farms or waters.
- **Artisans/Crafters:** One who creates with their own hands the products they offer for sale at WSFMA Member Markets or providers of skilled craft services at the market, such as on-site knife sharpening 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. **Artisan/Crafters from border counties, listed in Appendix A, are only allowed to sell at WSFMA Member Markets operating along the Washington State border;** WSFMA Member Markets should give priority to those **Artisan/Crafter** vendors who use materials from Washington State.

What is NOT allowed at the Snohomish Farmers Market:

Member Markets are not allowed to have the following vendors selling in their market, unless said vendor falls within an 'Exception'. In all cases, these items are restricted from being sold in a WSFMA Market because the products are either not produced, processed, or created in Washington State by the vendor, or funding, marketing, or other assistance given to vendors comes from a source separate from the vendor. However, vendors who are not allowed to sell at WSFMA Markets are allowed to sponsor market events/activities, as long as they are not selling or taking orders to sell.

- **No Commercial or Imported Items**
- **No Second Hand Items** (Exception: Those vendors who take a second hand item and recycle that item into a new use.);
- **No Franchises or MLM companies:** Those who have entered into an agreement or received a license to sell a company's products and/or use a company's packaging, logo, ingredients, and/or marketing tools under that license or any franchise agreement;
- **No Non-Owner Operated Businesses:** Only those businesses that are operated and controlled by their Washington State-based, or border county-based, owners are permitted at WSFMA Markets; and
- **No Out-of-State Processing:** All processed products sold at WSFMA Markets must be processed within Washington State, or the border counties listed in Appendix A.

REQUIRED LICENSES TO SELL:

All vendors shall provide with their application current copies of all applicable permits and licenses that are required in connection with the sale of their products. Where applicable, these may include, but not be limited to, SnoCounty Public Health Permit, Washington State Department of Agriculture Food Processors License, Certification for Organically Grown Produce, Department of Fisheries Wholesale License. Vendors selling shellfish must have additional licenses from the Washington State Department of Health.

- All vendors must possess a valid Washington State Business License, also referred to as a UBI number.
- Vendors will need to add a **City of Snohomish** endorsement when they get their State of Washington Business license. Vendors can do that via the website link here: <http://bls.dor.wa.gov/>
- **Vendor Insurance** – all market vendors must procure and maintain a commercial general liability policy that does not exclude products - completed operations coverage. Policy limit should be a minimum of 1 million per occurrence with a 2 million aggregate limit. Each vendor policy needs to list the Snohomish Farmers Market as an additional insured or contain a blanket additional insured endorsement and provide the market with a certificate of insurance confirming coverage. **We recommend Campbell Risk Management or ACT Vendor Insurance.**
- **Prepared food vendors**, vendors who provide samples of their products, and food processors must comply with the rules and procedures of the Snohomish Health District. For information on health permits and requirements contact **Snohomish Health District, 3020 Rucker, Suite 104; Everett, WA, (425) 339-5250.**
- **SCALES:** Vendors that sell products by weight must provide their own scales, which must be "Legal for Trade" and subject to inspection by the Department of Agriculture's Weights and Measurements Program.

II: CANOPY WEIGHTS

Canopy Weights must be attached to vendor and market canopies at all times. All vendors who wish to erect canopies (including umbrellas) on the Farmers Market site during a normal period of market operations, including the set up and break down period, are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the Farmers Market on that market day, unless that vendor chooses to take down and stow their canopy and sell without it. Each canopy leg must have no less than 25# (pounds) anchoring each leg, and market umbrellas, 50#. Alternatively, canopies may be secured on grass or unpacked soil (if applicable) by steel auger anchors or spiral tent stakes of at least ½" thickness and 12 – 15" length, properly installed and secured. Non-spiraled, straight tent stakes are not an acceptable canopy anchoring system. Holding capacity of auger anchor systems is dependent on soil conditions and density and may not be adequate in rocky soils.

III: LOAD IN/LOAD OUT

- Booth set-up is NOT permitted before 11:30 A.M. on Market Day. Likewise, vendors are not permitted to start the tear-down process in or of their booth before the end of market at 7 P.M. For extenuating circumstances, the Market Manager must give approval and be available to assist in the case of early set-up or tear down.
- **SPEED:** Vendors must adhere to a speed limit of 5 MPH when entering or exiting the market for loading.
- **Load In** may occur between the hours of 11:30 A.M. and 2 P.M. All booths must be set up and ready to begin selling at 2:30 P.M. Late arriving vendors after 2 P.M. will have to park their vehicle outside the market area for unloading and carry their supplies to their booth.
- **Load Out** may only occur after 7 P.M. and once the majority of customer traffic has subsided. Vendors will be loaded up and shall leave the site no later than one hour after the Market is closed. Exceptions, if any, must be cleared with the Market Manager.
- **Entry/Exit Points:** Load In (and returning your vehicle for load out) must occur through the intersection of Cedar & Pearl unless otherwise approved. This is for both safety and speed of entry/exit. You may then drive your vehicle through and out the nearest CLEAR exit.
- **Vehicles:** Insurance parameters prohibit traffic movement on the market site during open hours. Absolutely no vehicle operations are allowed into the market after 2 P.M. without Manager or Board Member escort. Vendors that arrive late will need to park off site and carry their supplies to their booth space.
- **Space Assignments:** Standard stall space is 10 feet x 10 feet. Double stall space is 20 feet x 10 feet. There is extremely limited space assignment for trucks and vehicle-required booths. These are reserved for farmers & special needs vendors.
- **Parking:** vendors must park as far away from the market site as possible, and only in legal-to-park areas. The Market will NOT be responsible for tickets, fines or towing fees incurred from vendors' parking infractions. **Vendors are NOT permitted to park within 2 blocks of the market footprint.**
- **FINES:** Vendors who do not comply with the above procedures will be issued an initial warning. After that, **a fine of \$20 will be assessed** to vendors who continue to disrespect the rules.

III: VENDOR PARTICIPATION & PERFORMANCE

PRIMARY GUIDELINES:

- **OPEN TO SELL:** Selling shall begin no earlier than the stated Market opening time, or when the Market Manager indicates that the Market is officially open, with the exception that a vendor may make purchases of products/prepared foods from another vendor before the Market opens if this is agreeable to the other vendors. Repeated violations of the selling rule will result in loss of vendor's right to sell. Vendors who sell out early should post a sign to that effect. Vendors shall not leave their vehicles and goods unattended and must stay until closing.

- **DATE CHANGES & CANCELLATIONS:**
 - **Date Changes:** Given the vast amount of work to create a welcoming vendor mix each week as well as the growing demand for vendor space at the market, attendance is not only important but imperative. The Snohomish Farmers Market does not require minimum or maximum attendance for vendors at the market but will be instituting a stricter date change policy in the 2023 season. Each vendor is allowed up to 3 date changes per season, including cancellations. Farmers will be allowed up to 5 date changes, per season, including cancellations. Date changes are qualified as removals or additions to your originally-applied-for dates. Once a vendor has hit their limit of changes/cancellations, they will be put on the waiting list until space becomes available again. Please choose your market dates carefully when applying for the market.
 - **Cancellations:** As a business owner, it is your job to manage your schedule accordingly and this rule is in line with other markets of our size. We will not accept continual cancellations

Vendors who cannot attend the Market on a regularly scheduled day must contact the Market Manager at least 6 days prior to that Market day (this means **Fridays**, the week prior on or before close of business at 5 p.m.) via the date change service in our Marketwurks software. Emails, phone calls and text changes will not be accepted.

Vendors who cancel within 6 days of the next scheduled market day will forfeit the regular stall fee for that day – no exceptions. Repeated cancellations or any no-shows will result in being put on the waitlist.

- **SIGNAGE:** Each booth space should prominently display a sign clearly identifying the farm or business by name. Signs must be in place by the opening of the Market. All product descriptions must be true and not misleading. All signs must not obstruct visibility into other vendors' booths or impair other vendors' ability to sell nor create a hazardous situation for customers.

- **KEEPING THE MARKET CLEAN:** The Market site is on a city street in Historic Downtown Snohomish. Vendors must keep their space clean and attractive during market hours and must clean up their space after the market closes, including sweeping up any debris and removing trash.
 - Vendors using disposable paper products or who produce excessive waste are required to bring a sufficient garbage can.
 - All vendors should bring a broom and dustpan.
 - Flower & Farm vendors may be asked to put a tarp down in their work area to prevent grinding of plant or floral material into the concrete.

- All vendors must haul out their trash. The Market trash & recycle receptacles are for customer use only.
- **A fine of \$25 will be assessed to vendors who do not adhere to these guidelines**
- **TAXES/FEES:**
 - Vendors are responsible for collecting and reporting sales tax.
 - Vendors can choose to charge for their packaging in accordance with the Snohomish County Plastic Bag Ban or charge accordingly for bags used. Refer to the WA State website for clarification at: <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Plastics/Plastic-bag-ban>

SECONDARY GUIDELINES:

- **Staffing:** all persons working at a vendor booth must be familiar with and adhere to all market rules as outlined in this document.
- **The Snohomish Farmers Market is a SMOKE & TOBACCO FREE Market. Absolutely no exceptions.**
- **PETS:** Vendors are **not** allowed to bring pets to the market. The only exceptions will be seeing eye dogs, dogs for the hearing impaired or other disability guide dogs as outlined by law in the State of Washington.
- **CHILDREN:** We **strongly discourage** vendors from bringing their children to the market. However, if circumstances require them to do so, vendors must closely supervise their children at all times while on Market premises, with special care given during set-up time, which can be potentially dangerous. Children are not allowed to wander the market unattended (without a parent or guardian.) Children that continue to cause a disturbance or nuisance to vendors & surroundings will not be permitted to return and the vendor may be asked to forfeit the remainder of their reserved dates.
- **MANDATORY MEMBER MEETING:** All vendors who sign up to participate in the season will be required to attend one of two scheduled all-member virtual meetings to go over updates, rules, regulations and processes. A New Vendor orientation meeting will be held for any new members. Vendors that join after the opening day of the season will be required to watch the recording of the all-member meeting.

MARKET CANCELLATION DUE TO HEAT/AIR QUALITY/WEATHER

Our market operates rain or shine. Vendors are required to bring any items necessary for comfort and safety including tent walls, hydration, heating/cooling sources, layers of clothing. We do not cancel for inclement weather except in the cases of:

- **HEAT:** Full market cancelation will occur if-temperature is set to be above 100 degrees for an extended duration of our scheduled market day, creating heat advisories for all groups to stay inside. We will use the NOAA weather forecasting system and refer to the Cliff Mass Weather Blog to stay abreast of quick changing patterns.
- **AIR QUALITY:** Full market cancelation will occur if- the official reading from <https://www.airnow.gov/aqi/aqi-basis/> reaches "PURPLE" the level of 200 or above indicative of "Very Unhealthy Conditions" for all groups.
- **WIND/LIGHTNING:** Potential full market cancelation or early closure in the event of extremely high winds at a consistent speed of 20mph or above and/or severe lightening. This will be a decision made by the Board either prior to market beginning or in the event of a storm occurring during market hours.

- We all have varying degrees of health and wellness that we need to adhere to. Should you need to cancel due to extreme heat or air quality you are asked to still adhere to the cancellation policy to allow us to fill your space and adjust as needed. Watch the forecast and stay abreast of what's to come. You will not receive a refund for stall fees if your cancellation is not done according to the rules set forth in this document.

VENDOR COMMUNICATION

If vendors have concerns regarding market policies or operations, they may complete a Vendor Communication Form that is available from the Market Manager. Each form will be reviewed by the Market Manager and, if appropriate, the Board of Directors. Board member information will be provided to yearly members so they can address concerns directly to the Board if needed.

Vendor Packets & Sales Reporting: A vendor packet will be handed out during the first hour of each Market Day. **Vendors are required to accurately indicate their market sales each Market Day they attend during the season.** The Snohomish Farmers Market does NOT charge commission on sales for any vendors. The collection of financial data is to provide reporting totals to WSFMA and stay in good standing as a member of the organization. It is also used to measure seasonal trends and develop the best possible market strategy. No data is given to any outside party or noted in any non-confidential communications. Reporting of sales is required by all vendors.

MARKET TOKENS

The Snohomish Farmers Market distributes and accepts EBT/SNAP Benefit tokens. Only vendors selling authorized EBT/SNAP Benefit products will be allowed to take those tokens (RED) and the Snohomish Farmers Market will NOT reimburse vendors for incorrect tokens taken.

The reimbursement process for tokens will occur weekly depending on demand. Market tokens should be placed in the Vendor Packet and turned in at the end of each Market Day. Please count tokens accurately and record them in the appropriate columns on the Vendor packet. Reimbursements will be done using the ACH payment system for Direct Deposit. Vendors expecting token sales will be required to fill out a direct deposit form at the beginning of their season. Payments will not be reimbursed until the information is provided.

The POP Kids Club Tokens are only valid at Farm/Produce vendor booths and will be reimbursed in full on the same schedule as the EBT tokens and SNAP Match dollars.

Tokens may NOT be used to pay for stall fees or membership dues.

COMPLIANCE WITH LAWS

All vendors must comply with all applicable federal, state and municipal laws at all times while participating in the market and must comply with licensing requirements for their business.

Vendors shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age, veteran or military status, or the presence of any sensory, mental or physical handicap.

HOLD HARMLESS

Vendor assumes all responsibility for their involvement in the Snohomish Farmers Market Association and their participation in the market and agrees to indemnify, defend and hold harmless the Snohomish Farmers Market Association, and the City of Snohomish, and their respective board members, contractors, and agents from any and all claims, demands, suits and liability, for any damage, loss, harm or injury to any person or any property of the vendor or any of its employees or other representatives.

In no event will the Snohomish Farmers market be liable for any direct, indirect, actual, special or consequential damages of any nature whatsoever, including, but not limited to lost profits, business interruptions or other economic loss to the vendor due to the refusal of a vendor application, termination of a vendor relationship by the market manager or Board of Directors or due to the cancellation of the market as scheduled.

REFUSAL OF APPLICATION

The Market Manager has the right to refuse any vendor application and submittal of an application does not guarantee placement at the Snohomish Farmers Market.

Efforts will be made to accommodate those who apply and meet the criteria above however vendors may not be allowed to participate in the market due to prior performance, insufficient space; business location; product mix; duplication of product(s); not submitting the required licenses/permits on time; late arrival and/or absence without proper notice; and refusal to adhere to the market guidelines.

GRIEVANCE POLICY

It is the policy of the Snohomish Farmers Market Association that all staff, vendors, members and customers be treated in a fair and equitable manner and that any grievances be subject to an objective review pursuant to an established grievance procedure. Should a grievance arise regarding the application or administration of a SFMA policy, procedure, rule or action, the aggrieved party may institute a grievance pursuant to the policy.

- SFMA's grievance procedures do not prohibit the immediate implementation of disciplinary or other actions as determined by the SFMA Board or the Market Manager. A party aggrieved by any such action may institute a grievance hereunder, but the institution of such grievance shall not affect the continued application of the disciplinary or other action which shall, at the SFMA Board's discretion, remain in effect pending the outcome of the grievance procedure.
- Written grievances must be submitted to the Market Manager within (10) business days of the incident upon which the grievance is based.
- All grievances shall be in writing and shall specify the basis of the grievance, as well as a description of the action which the aggrieved party wishes the SFMA to grant.
- The aggrieved party and the Market Manager shall undertake to resolve the grievance. In the event that they are unable to do so within ten (10) business days, then the aggrieved party may

request a review by the board of Directors.

- The market Manager shall promptly distribute the written grievance to all board members and shall add discussion & resolution of the grievance to the agenda of the next regularly scheduled board meeting. The aggrieved party may attend the board meeting and may have a few minutes to make their case to the board. If the aggrieved party does not or cannot attend the meeting, the discussion and decision will still take place. In its sole discretion, the Board may affirm or modify the initial disposition by majority vote.

ACCEPTABLE BEHAVIOR

The SFMA expects that all vendors will create a welcoming environment for market customers and to treat other vendors, staff and market customers with respect and to use a problem-solving approach to any problems that arise.

In the event that vendor behavior is offensive or threatening to other members of the market community, management reserves the right to remove **the vendor from the market either temporarily or permanently.**

BY APPLYING FOR THE SNOHOMISH FARMERS MARKET, YOU HEREBY AGREE TO THESE TERMS AND CONDITIONS AND ARE REQUIRED TO BE IN ADHERENCE OF THEM AT ALL TIMES. IF YOUR BUSINESS HAS REGULAR OR SEASONAL STAFF, THEY ARE ALSO REQUIRED TO HAVE REVIEWED THESE RULES PRIOR TO ATTENDING THE MARKET.