



Yellow Green Farmers Market Rules and Regulations For Vendors

Revised 10/22/2011.

The **Yellow Green Farmers' Market (YGFM)** is an indoor open air market located at 1940 North 30 Road, Hollywood, Florida 33021. The market will open to the public for vendor sales Saturday and Sunday from 8:00 am to 4:00 pm, year round. The Yellow Green Farmers Market is managed and operated by a private company. We are dedicated to integrating green living into the heart of our daily lives. We strive to bring the best fresh, quality products to the community. We believe in providing the community an additional source of revenue through entrepreneurial business opportunities and to provide an enlivened community meeting place.

Before applying to the **Yellow Green Farmers Market** please review the Application and the Rules and Regulations. Submit your application to **Yellow Green Farmers Market**, 1940 North 30 Road, Hollywood, Florida, 33021.

You can email completed applications to sales@ygfarmersmarket.com or via fax (954)966-2449. For more information visit our website: YGFarmersMarket.com or call (954)513-3990.

Booth Guidelines

1. The number of market stalls available is limited by the space available. Priority for assigning market spaces will be as follows:
 - a) To current vendors who have a good history of payment, attendance, and rules compliance.
 - b) To returning vendors who left in good terms.
 - c) To new vendors who have submitted their application subject to the needs of the market for various products as determined by the YGFM General Manager. Priority is given to organic agricultural producers, followed by producers of natural food products prepared, fresh and packaged. Local businesses receive priority over business from greater distances. Strong consideration will be given to the present numbers of vendors with similar products and if they are adequately supplying consumer demand. Yellow Green Farmers Market reserves the right to refuse vendors at their own discretion.
 - d) A vendor may request a different booth than assigned by filling out a Vendor Space Request Form. If the booth is occupied the request forms for the booth will be reviewed before renting to a new vendor.
 - e) In case of conflict over priority the YGFM General Manager may prioritize applications by any method. Vendors agree by signing these rules that the decision of the YGFM General Manager in these matters shall be final.
 - f) If the number of applicants exceeds the number of spaces available, the YGFM General Manager shall maintain a wait list that shall establish priority for new vendors as space becomes available.

Market Product Rules

2. **The following items are prohibited at the market: firearms, weapons, unleashed pets or items not approved by the Yellow Green Farmers Market. The sale of firearms, ammunition, explosive materials, chemicals, pornographic or offensive materials, drugs or drug paraphernalia, or any service that may be deemed offensive by management is strictly prohibited. Management reserves the right to have any item or items removed from sale at its sole discretion.**
3. Merchandise intended for sale at the market is subject to and must have the approval of the YGFM General Manager. Any product not listed on application must be added to product list by filling out a Vendor Additional Product Request Form. Vendors must receive a copy of this form with a signature approval upon it before they can sell any additional items.
4. Vendors or Resellers are permitted to sell only new products and we encourage original items rather than reselling. **Used items cannot be sold.** Products encouraged include fruits, vegetables, plants, herbs, flowers, eggs, baked goods, jellies, jams, honey, arts and crafts, toys, home decorations, dried flowers, pottery, candles, photography, paintings or other fine arts.
5. Categories of product must be specific as possible and the more specific a description is the more likely it is to be approved. Fresh produce and fruit can be described generically but must state if it is organic or conventional. **Prepared food must be listed by menu item.** Arts and Crafts must be listed by media and concept of subject matter and be accompanied by photographic examples.
6. If a product is approved for a vendor to sell and they subsequently do not sell it they may lose that item as approved from their product list.

Growers and Food Producer Applicants: organic or conventional

7. Produce and specialty food items will be approved to be sold at the market if they meet YGFM merchandising objectives. In particular, YGFM wants to provide an opportunity for all growers and farm related food producers to sell directly to consumers.
8. Only USDA certified organic products that conform to National Organic Program (NOP) laws can use the term organic. This means items that are not usually certified and can use the term organic in other locations cannot use the term organic at YGFM.
9. Agricultural producer participants with gross sales of \$5,000 or less annually are exempt from USDA certification requirements. These participants must follow the USDA Organic Farming protocols but are not required to obtain certification. These producers are allowed to promote the word “Organic” only. These Participants are not allowed to promote the phrase “Certified Organic”. These farmers may be required to provide documentation to verify annual sales of \$5,000 or less.

Artisan Applicants

10. Art and hand crafted items are a valued part of the YGFM and will be accepted at YGFM if they meet our merchandising objectives. Artisan vendors will be included as space permits. YGFM may promote the artisan vendor at the market who produces original arts and crafts.

Product Labeling and Pricing

11. Products must be clearly labeled and priced. YGFM encourages prices to be visible and easily seen without handling the products.

Liability

12. YGFM will not be held responsible for any accidents, damage or loss incurred while at the market. Vendors must sign the application and this form before permitted to sell items. Vendors are required to hold liability insurance.

License and Permits

13. Vendors are required by local, state and federal government departments to obtain permits, certificates and licenses for different products. If a permit or certificate is required by to be obtained, renewed, displayed or possessed it is a market rule also.

Damage

14. Damage done to market property will be billed to the party responsible.

Fees

15. Standard booth Size is 8 feet by 8 feet and can be closed and locked. We provide electricity for 3 amps of power usage. The fee for a booth is \$219.00. Any deviation in size or electrical use has separate fee or discounts applied.
16. The fee will include monthly rental of space according to its size, electricity fee, and Florida Sales Tax. Rent and all fees are due on the Thursday before the last market of each month for the following month. Fees not paid by the end of the last market day of the month for the next month are considered delinquent. Any vendor with delinquent fees may be denied access to their booth. Some booths have electricity meters; meters will be read on the 15th of the month and invoiced to be due the Thursday before the last market of the month.
17. Bounced checks will have a \$28.00 fee assessed. If a second check is bounced we will accept cash or credit card only for payment.
18. YGFM reserves the right to increase or decrease the fees in general without previous notice, however, such increase/decrease will be the same and equal to each vendor according to their space type and vendors will be given us much advance notice as reasonably possible.
19. There will be NO REFUNDS OF PAID RENTALS.

Reservations and Booth Assignments

20. Every effort will be made to ensure participating vendors will receive the same booth each week. Requests to transfer to a different booth location may be requested using the form Vendor Space Request form. Space movement is granted at the discretion of YGFM.
21. YGFM retains the right to assign and reassign vendor spaces.
22. On occasion the market will need to be reorganized for merchandizing purposes. Booth assignments during reorganization are subject to seniority and market needs. Seniority is determined by previous year attendance. Ties will be broken by the evaluation of the vendors meeting the mission of the market, vendors total market attendance, history of fee payment, and quality of product.
23. Space will be guaranteed for the next week only if outstanding invoices are paid in full.
24. YGFM can provide free of charge some stands to make it easier on the vendor/exhibitor to display their products.

Setup and Parking

25. By signing this form the Vendor agrees to always open their booths on time and prepared to sell products. All vendors must open by 8:00 am and should keep their displays set up until the close of the Market at 4:00 pm. A \$10.00 fine will be assessed for opening late; a \$10.00 fine will be assessed for closing early. Not opening is assessed a \$20.00 fine. Vendors must contact the office if they have/had an emergency for the fines to be waived. Vendor and YGFM success is dependent upon having vendors set up on time and prepared to sell during all market hours. A vendor, who continually opens late or closes before the YGFM hours end, will result in expulsion from YGFM.
26. All Participants are required to display a sign at the front of their booth identifying their farm name or the name of their business and the city or town where their production occurs or business address is.
27. All vendors must park outside on North 30th Road North of the Market office by 7:45 am, No Vendors, vendor employee cars, or delivery trucks are allowed to be in the customer parking area of YGFM after 8 am. If a vendor or vendor employee's car is found in the customer's Parking lot during market hours the YGFM will assess the vendor a \$50 dollar fee.
28. The market is accessible to vendors on Monday, Thursday, and Friday from 9:00 a.m. to 5:00 p.m. On Saturday and Sunday the market is open to vendors from 6:00 a.m. to 6:00 p.m.

Operating Rules

29. All products should be removed at the end of market day; however, if the vendor decides to leave their product in their reserved booth, Product must be covered and safely locked. It is the vendor's responsibility to protect stored product against weather, pests, vermin, and animals. YGFM will not be responsible at all for any missing or damaged product left on premises. This includes but is not limited to damage or loss to theft, rain, flood, leaks, loss of power, or windstorm.
30. Vendors may not exhibit, apply signage, or overflow out of their designated space. All spaces have yellow lines surrounding them; these lines are to be kept clear. Any items that cross the yellow line are considered a hazard to our customers and the vendor will be asked to immediately move them back, if not moved the items will be removed by market security and the vendor will be given a written warning of the egregious nature of the offense. Carts provided by YGFM do not fit in front of the booth support beams, the carts are designed to be used within the booths, inside the gates.
31. Vendors are responsible for their own YGFM assigned booth. Each vendor is responsible for keeping their booth space clean, and to tidy up before leaving. Vendors must remove all perishable items, trash and dispose of it properly. YGFM will provide containers as necessary.
32. All products must be in compliance with any federal, state or local regulations or requirements.
33. Sellers are encouraged to present their product in the best light and offer the highest quality products at all time.
34. Vendors selling by the pound must use and provide their own certified scale and follow the guidelines set forth by the City of Hollywood, Division of Weights and Measures. If using a scale, it must bear the seal of inspection from that office.
35. The YGFM General Manager has the right to require a vendor to change their display if it is deemed to present a safety risk or otherwise does not comply with market rules.
36. All vendors are independent entities and as such are responsible for compliance with local codes and for paying all applicable taxes and/or federal, state and local fees. Check the local state and other applicable regulations and see how they apply to you.
37. Food preparation is prohibited without an appropriate permit.
38. Fire-Retardant Treatment; All decorations, drapes, signs, banners, acoustical materials, cotton, paper, hay straw, moss, split bamboo, plastic cloth, and similar materials shall be flame-retardant to the satisfaction of the Fire Department. Oilcloth, tarpaper, nylon and certain other plastic materials cannot be made flame-retardant, and their use is prohibited.

39. Combustibles; Literature on display shall be limited to reasonable quantities (one-day supply). Reserve supplies shall be kept in closed containers and stored in a neat and compact manner in a location that would be approved by the Fire Department.
40. Extension cords are prohibited unless they include a surge suppressant breaker.
41. Storage behind booth back wall is prohibited.
42. Calling out to customers, ringing bells, making any noise that could be considered distracting to surrounding vendors is prohibited.
43. Strobe or flashing lights are not allowed except if approved by YGFM management.
44. Boxes must be broken down and placed in the location designated at the rear of the market. Bulk rubbish must be disposed in the large rubbish containers at the back of the market, not in the trash barrels.

Market Standards

45. Enforcement of rules will be the responsibility of the YGFM General Manager.
46. YGFM retains the right to limit or revoke any vendor's participation in the Yellow Green Farmers Market and reserves the right to settle all situations not covered by the above rules, based upon its sole discretion as to what is best overall for the market.
47. Standard of Conduct: All Participants, Contractors, Market Employees, and all Members of the Board of Directors at the Market, must be:
 - a) Knowledgeable about their products (how they are used, grown or produced) and able to clearly communicate this to Customers.
 - b) Courteous, professional and presentable.
 - c) Display products in a clean, presentable and attractive way.
 - d) Honest and conduct themselves at all times in a courteous and business-like manner.
 - e) Dress and behave in an appropriate manner, including wearing shirts and shoes.
 - f) Treat others, Staff, Customers and Officials with respect.
 - g) Customers are expected to be courteous. Any Participant having trouble with Customers in this regard are encouraged to refer the matter to YGFM Market Manager.
 - h) Any concerns about other Participants or the YGFM Rules and Regulations should be communicated by using the Vendor Concern Form which will be reviewed by the General Manager.
 - i) Slanderous or defamatory remarks made about anyone are subject to legal liability for damages caused.
48. **The consumption of alcoholic beverages, by vendors at any time, including before or during the market is strictly forbidden. Any vendor found consuming alcoholic beverages will be removed from market property by security and will lose their sales location and be banned from future selling at the market. Even though alcoholic beverages are sold at the market, this rule is strictly enforced.**
49. In case of hurricane warning by the state of Florida, all products must be removed completely. YGFM will secure the markets property using any means necessary to minimize any damage to YGFM property.
50. No overnight parking or camping is permitted on YGFM property. Vendors must vacate YGFM grounds at the closing of business each day.
51. YGFM is a smoke free facility and therefore no smoking is allowed on the property.
52. Lit candles, burning of incense, any other flame can only be done momentarily for demonstration of a product the item must be held by the vendor. These vendors must have their own fire extinguisher in their booth.
53. Any vehicle left after market closing will be towed at vendors expense, no exceptions will apply.
54. Vendors at no time may sell their agreement with YGFM, sub-let or sub-divide rental space.
55. Vendors may not permit their children to be about the Market property unsupervised.

56. If the local health authority approves, distribution of food product samples in a manner that will ensure safety to the public, may be allowed. In such regard, the Participant must follow all health guidelines including:
 - a) Keep samples in clean covered containers approved by the local health agency
 - b) Use toothpicks or disposable utensils to distribute the samples.
 - c) Dispose of pits, peels, food waste and rubbish in leak proof garbage receptacles and provide extra garbage access by your booth for customers to dispose of such.
 - d) Use clean disposable gloves when cutting produce for samples.
 - e) Produce intended for sampling must be washed and cleaned to be wholesome and safe for consumption.
 - f) Utensils and cutting surfaces must be washed and sanitized. The market provides a washing station for use of cleaning produce and utensils.
 - g) Cutting surfaces must be smooth, non-absorbent and easily cleanable.
57. Additions to and construction in a booth must be approved by YGFM. The vender shall reimburse the YGFM for any expenses incurred to return the stall space to the condition in which it was found (reasonable wear and tear excepted). Cutting or drilling the booth frames or screens is prohibited.
58. Exits from within the booth and the exit pathway leading to the exterior shall not be less than 36 inches.
59. Fire extinguishers: Any booth using any type of heat-generating appliance shall have a fire extinguisher. In some cases, an additional fire extinguisher may be required. All fire extinguishers new or used are required to be serviced once a year and have a current tag on the extinguisher. Each fire extinguisher is tagged by the service company with the extinguisher service date.
60. Cooking equipment: Any type of cooking equipment or process that produces a flame will not be allowed inside the booth. No combustible material will be allowed directly above a cooking surface. Any combustible structural component of a booth located within 36 inches of cooking equipment shall be protected by a non-absorbing and noncombustible material.
61. All power equipment including generators, saws, drills and heaters must be approved by the General Manager before they are used at the Market.
62. Polystyrene (Styrofoam) is prohibited to be distributed at the Market.
63. Encouraging customer to bring their own bag, paper bags, and bio-bags are recommended.
64. Political petitions, electoral campaigning, and religious promotion will not be permitted except where required by law.
65. Vendors must not have amplified sound, music, or performances at their booths unless approved by YGFM management. YGFM has the ability to define the volume acceptable at any time.
66. Food items with strong fragrances or any items with strong aromas or fragrances may require a vendor to be moved or the fragrance contained.

Rule Enforcement

67. A verbal warning is given in as polite terms as possible as it usually comes when customers are present. Any request or warning by YGFM management is to be taken seriously. The General Manager will issue a written warning if rule violations are egregious. If a written warning is given and the violation is not corrected as described in the written warning the vendor risks immediate expulsion from the market without refund of fees. The vendor will only have access to their booth for removal of their merchandise. If the vendor is approved to return to the market a \$50 fine will be assessed.

Abandonment of booth

68. If a vendor is greater than 30 days behind in payments and they have not developed an approved resolution for payment the booth has been abandoned. Abandoned booths will be cleared out and material will be auctioned off with any proceeds applied to the vendor's debt.

Agreement

- 69. The Yellow Green Farmers Market reserves the right to modify these rules and regulations at any time.
- 70. The Yellow Green Farmers Market has the right to refuse the application or renewal of any vendor at any time and for any reason.
- 71. By signing this agreement, participants acknowledge that they have received and read a copy of the application and agree to abide by the hold harmless clause, guidelines and decisions of the Yellow Green Farmers Market or other representatives of the Private Owned Company and YGFM Market.
- 72. The vendor is responsible for reading these rules and signing a statement accepting said rules.

I have read the rules of the Yellow Green Farmers Market and agree to abide by the rules or I will relinquish my rights to participate in the Market.

Vendor

Date