



# SUSTAINABLE FOOD CENTER FARMERS' MARKET POLICY MANUAL

A Project of Sustainable Food Center

Version 4.3

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## Table of Contents

<b>1</b>	<b>PURPOSE</b>	<b>2</b>
<b>2</b>	<b>ABOUT SUSTAINABLE FOOD CENTER</b>	<b>2</b>
2.1	History, Mission, and Goals	2
2.2	SFC Farmers' Markets	2
<b>3</b>	<b>SFC FARMERS' MARKET OPERATIONS</b>	<b>3</b>
3.1	SFC Farmers' Market Hours of Operations	3
<b>4</b>	<b>VENDOR CATEGORIES AND PRODUCT DESCRIPTIONS</b>	<b>4</b>
4.1	Agricultural Producers	4
4.2	Value-Added Producers	4
4.3	Co-Tabling	5
4.4	Community Partners	5
<b>5</b>	<b>VENDOR APPLICATIONS AND FEES</b>	<b>6</b>
5.1	Vendor Applications	6
5.2	Application Fee	6
5.3	Annual Vendor Fee	6
5.4	Monthly Stall Reservation Fee	6
5.5	Late Fees and Dismissal	7
5.6	Fee Waivers and Adjustments	7
5.7	Refunds and Credits	8
<b>6</b>	<b>RULES AND REGULATIONS</b>	<b>9</b>
6.1	Vendors	9
6.2	Agricultural Producers	9
6.3	Value-Added Producers	10
6.4	Community Partners	10
6.5	All Attendees	11
<b>7</b>	<b>VENDOR PRIVACY</b>	<b>14</b>
<b>8</b>	<b>USDA NONDISCRIMINATION STATEMENT</b>	<b>15</b>
<b>9</b>	<b>VENDOR SIGNATURE</b>	<b>16</b>

# **1 PURPOSE**

This document details the policies and procedures used by Sustainable Food Center (SFC) to help guide those involved in operating farmers' markets run by SFC. This document also defines who classifies as a vendor and non-vendor and lists the rules and regulations they must follow to operate at an SFC Farmers' Market.

## **2 ABOUT SUSTAINABLE FOOD CENTER**

### **2.1 History, Mission, and Goals**

Sustainable Food Center is a 501(c)(3) nonprofit organization serving Austin and the Central Texas region. SFC was founded in 1993, with roots dating back to 1975 as Austin Community Gardens. Our mission as Sustainable Food Center is to transform the food system to nourish our health, land, and livelihood. We envision a just, equitable, and regenerative food system where people and the environment thrive.

### **2.2 SFC Farmers' Markets**

The purpose of the SFC Farmers' Markets (hereafter referred to as farmers' markets) is to provide Austin and the surrounding Central Texas region with locally and sustainably produced foods and farm products in a diverse farm-to-consumer marketing effort that preserves and promotes regional agriculture, makes fresh, sustainably grown food available and accessible for all populations, and improves our quality of life.

SFC believes that small to mid-sized farms are essential to the local, sustainable agricultural economy, and is committed to making economic and educational connections between urban residents and local farmers. The predominant product emphasis for SFC Farmers' Markets is farm-fresh products from the region. The farmers' markets also host vendors of ready-to-eat and value-added products to support local entrepreneurs and enhance our market vitality.

SFC maintains a commitment to farm advocacy by supporting farmers in pursuit of a range of marketing outlets, engaging with and informing policymakers on behalf of local food systems, and connecting producers to educational, training, and funding opportunities, such as conferences, grants, and emergency relief funds.

Markets operated by SFC distinguish themselves from other area markets in several ways. SFC Farmers' Markets are producer-only, feature meaningful educational programming such as cooking demonstrations, promote equitable food access through our Double Up Food Bucks program, and serve as community gathering spaces with music and children's activities. SFC also provides educational programming and outreach around local food and food systems community-wide, to develop more informed, aware, and committed consumers.

### 3 SFC FARMERS' MARKET OPERATIONS

SFC manages two markets that operate rain or shine. The schedules for each are listed below. In the event of severe weather conditions, the SFC Farmers' Market Managers will determine whether the markets will remain open.

#### 3.1 SFC Farmers' Market Hours of Operations

SFC Farmers' Market Downtown	SFC Farmers' Market at Sunset Valley
Location: 422 West Guadalupe Street, Austin, Texas 78701, at Republic Square Schedule: Every Saturday 9:00-1:00 6:00 - Crew on-site to begin setup 6:00 - Road Closure 6:30 - 8:45 Vendor Setup 9:00 - 1:00 Market is open 1:00 - 3:00 Breakdown, by 3:00pm Vendors must vacate 4 <sup>th</sup> St. and the parking area	Location: 3200 Jones Street, Sunset Valley, Texas 78745, at Toney Burger Activity Center and Stadium Schedule: Every Saturday 9:00-1:00 7:00 - Crew on-site to begin setup 7:00 - 8:45 Vendor Setup 9:00 - 1:00 Market is open 1:00 - 3:00 Breakdown, by 3:00pm Vendors must vacate the Toney Burger Center parking lot

## 4 VENDOR CATEGORIES AND PRODUCT DESCRIPTIONS

SFC defines a vendor as a market participant that submits a vendor application, pays an application fee, is approved as a vendor by SFC staff, submits an annual vendor fee, and pays required booth fees to attend the market and sell their product. Person(s) who intend to sell products that they grow, raise, make, or harvest themselves are eligible vendors. SFC Farmers' Markets have two distinct types of booths: Vendors and Community partners. Vendors split into two main categories – Agricultural Producers and Value-Added Producers (which includes Ready-to-Eat, Prepared Food, Cottage Food, Artisans, and Service Providers). A vendor's main product will determine its vendor category.

### 4.1 Agricultural Producers

Any vendor who grows, raises, and/or wild harvests a food product and whose majority of sales is of said product is considered an agricultural producer.

- Farmers: Growers of vegetables, herbs, fruits, nuts, mushrooms, cactus, nursery products, grains, pulses, flowers, and other horticultural crops
- Ranchers: Producers of animal-based products, including meat, eggs, and dairy products
- Agrarian: Producers of other raw, unprocessed products that are grown or raised on a farm or ranch or wild-harvested per relevant regulations, to include honey, seafood, and foraged foods.

### 4.2 Value-Added Producers

Any vendor who uses one or more ingredients to create a product by processing, blending, packaging, or alters a product using other preparation methods.

- Ready-to-Eat Vendors: Any vendor who prepares foods either on-site or in an approved production facility and sells these foods with the intention of their consumption on-site.
- Prepared Food Vendors: Any vendor who prepares foods in an approved production facility to be consumed off-site or for use as an ingredient.
- Cottage Food Vendors: Producer of foods prepared under the Texas Cottage Food Law (Texas Department of State Health Services, Health, and Safety Code, Title 6, Chapter 437).
- Artisans: Artist or craftsperson who produces originally designed unique hand-crafted products and of high-quality, including crafts, artwork, inedible products such as herbal products, personal care, and beauty products.
- Services: An individual or group that provides a specific service relevant to the mission and function of the market for customers and/or vendors.

### 4.3 Co-Tabling

Vendors may sell products from another farm, ranch, or value-added vendor (co-tabling) under certain conditions. The farmer or rancher not physically present at market must meet all the same criteria for membership in SFC's farmers markets as an independent vendor as well as:

- Co-tabling vendors must clearly state their business name, location, and differentiate their products from those of their co-tabling partner.
- Provide payment of an annual fee, separate from their co-tabling partner.
- Develop a direct line of communication with Market Managers regarding what product will be brought to market on a regular basis.
- No more than two enterprises may co-table.
- SFC will not mediate co-tabling booth agreements; we will accept only one-booth fee per week.

### 4.4 Community Partners

Any participant that is not a vendor of a market but enhances the markets in some meaningful and mission-aligned manner may be allowed to participate as a non-vendor. Community partners are not allowed to sell products or services, fundraise or attend the market on a regular basis.

- Activity Providers: Groups or individuals interested in attending market who will enhance the quality of the market, support the market ideals, are not in direct competition with the markets' mission and purpose, and who fall under one or more of the following categories:
  - o Kids Activities: An activity focusing on engaging children
  - o Educational: An activity focusing on increasing knowledge or skills pertaining to a particular topic
  - o Health and Fitness: An activity focusing on nutrition, physical activity, or healthy lifestyles.
  - o Entertainment: An activity focusing on providing entertainment at the market
- Corporate Sponsors: SFC Farmers' Market may provide an informational or activity booth to a business or organization that contributes financially to support the market.
- Nonprofit and Governmental Entities: Organizations registered as either a federal or state nonprofit, or local, state, federal, or foreign governmental agencies that support SFC's mission and purpose and are not in direct competition with market vendors or function.
- Buskers: Community members who perform music or other entertainment in the street or another public place for monetary donations. All buskers must check in at the Info Booth the day of, give contact information to the onsite Market Associate, and only play in an approved space. The content of music or other entertainment must be appropriate for all age levels.
- Advocacy and Campaign Groups: SFC Farmers' Markets are private events and as such do not fall under the same free speech stipulations as public arenas. Any individual or group aiming to use SFC Farmers' Markets as a venue to seek support for a particular policy position, proposal, or cause must get prior written approval from the Market Manager. Individuals or groups advocating for a particular candidate or campaign cannot use SFC Farmers' Markets as a venue. Individuals or groups aiming to administer voter registration at the markets must obtain prior written approval from the Market Manager.

## 5 VENDOR APPLICATIONS AND FEES

SFC Farmers' Markets are supported in part by grants, donations, sponsorships, merchandise sales, and vendor fees. This revenue pays for market operations expenses, including staffing, insurance, permits, marketing, advertising, truck and equipment maintenance, musicians, activities, and general supplies. SFC publishes an organization-wide financial report in the annual report which is available online at <https://sustainablefoodcenter.org/reports>. Market Managers will provide vendors with a market operations budget showing expenses and revenue at the Annual Vendor Meeting or upon request.

### 5.1 Vendor Applications

All new vendors must submit a vendor application. Vendors returning after a hiatus longer than 6 months and vendors significantly altering their product offerings will be required to resubmit an application or provide information about their business status and product offerings in writing. Applications are reviewed weekly, and market staff will respond to applicants within ten business days of an application's submission. Applicants are expected to have read and understood the SFC Farmers' Market policies before applying. An applicant's final acceptance or denial is at the discretion of the market staff. No refunds will be issued for any denied applications.

### 5.2 Application Fee

A non-refundable processing fee must accompany new vendor applications. This fee is \$25 for agricultural vendors and \$50 for all other types of vendors. Payment of the fee offsets the time and resources spent reviewing and processing applications. Applications not accompanied by the application fee **will not be reviewed**. The application fee is found at: <https://sustainablefoodcenter.org/farmers-market/become-a-vendor>

### 5.3 Annual Vendor Fee

All vendors must pay an annual vendor fee. Vendor annual fees will be valid for a full 12 months, i.e. if they are paid on June 1<sup>st</sup> 2024 they will be valid through May 31<sup>st</sup> 2025 and renewed automatically the following day. Returning vendors will receive a renewal notice at least ten business days before their payment is due, and payment will be automatically charged via the payment method on file. The payment must be received by SFC on or before the renewal date to continue vending at SFC Farmers' Markets. Annual vendor fees will not be refunded if a vendor decides to leave the market before the end of their 12-month period.

Agricultural Producers	\$125
Value Added Vendors	\$150

### 5.4 Monthly Stall Reservation Fee

Beginning September 1, 2024, all Vendors will be required to set up monthly recurring payments for stall reservation fees and annual fees.

Stall reservation fees will be automatically drafted monthly on the last day of the month for the following month.

All new vendors will be given a link to the payment process during onboarding. All existing vendors will be given a link to the payment process on August 30, 2024. Only one profile will be accepted from each vendor.

Stall reservation fees ensure that the vendor can set up and vend every Saturday that a market is held, and that their stall assignment will be consistent, within reason, from one week to the next.

Monthly Fees		
Vendor Category	Downtown	Sunset Valley
Agricultural Producers (single tent)	\$200	\$200
Value-added Producers (single tent)	\$225	\$225
Agricultural Producers (double tent)	\$300	\$300
Value-added Producers (double tent)	\$325	\$325

### 5.5 Late Fees and Dismissal

If after 14 days Sustainable Food Center has not received a monthly payment, the vendor will be removed from the map layout and not be allowed to set up at the market. If there is no payment made after 30 days, the vendor will be dismissed from the market and not invited back for a 6-month period. If the vendor wishes to reenter the market after this probationary period they will be considered upon submission of a new application.

### 5.6 Fee Waivers and Adjustments

#### Market Interruption

In the event of severe weather, displacement from regular market sites, or other major interference which reduces the customer attendance by more than 75%, the Market Manager or Director may consider an adjustment of stall fees. The decision will be made within 5 business days of the affected market. Only vendors who attended the affected market day will be eligible for a refund. The amount by which fees will be refunded is up to \$20 per booth, only three (3) adjustments can be made per market fiscal year (July – June).

In the case of extreme weather events market may be closed due to safety concerns for market staff, vendors, and customers. This is at the discretion of the Farm Viability Director. If the market is deemed ‘closed’ vendors are not permitted to set up at the market site.

In the event of a market closure credits will be issued for future monthly payments based on the prorated cost of one booth fee for vendors in good standing with planned attendance, subject to the following guidelines:

Market cancellations with more than 48 hours notice	\$20 credit
Market cancellations with 24-48 hours notice	\$30 credit

Market cancellations with less than 24 hours notice	Full credit
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Market and Vendor Development

The Market Manager may offer a full or partial waiver of the application or annual vendor fees if the payment of the fees is a barrier to participation by that vendor AND the participation of that vendor will serve to develop a particular market. Priority for waivers will be given to vendors who meet this standard and are traditionally under-represented farmers/ranchers or vendors who offer high-demand/high-priority products.

Family Crisis or Hardship

In the event of severe family crisis or business hardship, the Market Manager may offer a vendor currently in good standing a deferment of fees if the immediate payment of the fees is a barrier to participation. Market managers have the ability to review cases on an individual basis. We will ask for an application to authorize deferment of fees.

Holidays

Market will be closed during winter holidays if the Saturday occurs on December 24<sup>th</sup>, 25<sup>th</sup>, or 26<sup>th</sup>. Other holiday market closures will be at the discretion of the Market Manager and communicated to vendors 45 days before the affected market.

Mission Aligned Non-Profits

We offer discounts and support to mission aligned non-profits who share our vision of creating a more just and equitable food system. This includes organizations who work with underrepresented farmers and ranchers, those working to create better food access opportunities for low-income consumers, those advancing diversity, equity, and inclusion, addressing climate change, and powering our local economy through food and agriculture. Please reach out to the market manager for more information.

5.7 Refunds and Credits

SFC Farmers’ Markets prioritize consistent, reliable vendor participation and long-term sustainability of our markets. Vendors pre-pay monthly stall fees and annual fees to secure their space and support market operations.

Credits

In the event of a missed market day due to inclement weather, family emergency, or administrative error, the Market Manager may issue credit toward the following month’s payment only. Credits cannot be carried forward beyond the next payment cycle and are only applied at the discretion of the Market Manager.

Refunds

Refunds are only issued at the discretion of the Farm Viability Director or Executive Leadership. Refund requests will be reviewed on a case-by-case basis. If approved, it may take up to 10 business days to process.

## 6 RULES AND REGULATIONS

### 6.1 Vendors

- 6.1.1 SFC Farmers' Markets are producer-only markets. Vendors may only sell products that they grow, raise, make, or harvest themselves. Reselling is defined as offering whole or prepared products that have been purchased from another party and sold without substantively preparing or altering the product without written approval from the SFC Market Manager and can be grounds for immediate expulsion from the market.
- 6.1.2 All agricultural production must take place within the state of Texas, with preference given to products cultivated within 150 miles of Downtown Austin.
- 6.1.3 Products must be produced and sold in compliance with all applicable federal, state, and local laws and regulations.
- 6.1.4 Vendors are responsible for maintaining required permits, licenses, and certifications for all products they produce. A copy of the required permits, licenses, and certifications necessary for a vendor to sell at the market must be submitted to market staff before the relevant products are sold at the market.
- 6.1.5 New products intended for sale by current vendors but not included in the most recently approved application must be approved in writing by SFC before their sale at market.
- 6.1.6 All products sold by weight shall be weighed using a TDA certified, tested, and sealed scale. The scale must be positioned so that the weight is visible to the customer.
- 6.1.7 Vendors, including farmers and ranchers, must support fair labor practices, pay a living wage, and provide for safe and sanitary working conditions for their workers. SFC advocates for the improved living conditions of farm workers and generous compensation for their labor. SFC will work with producers to meet industry best practices as defined by groups including United Farmworkers and the Coalition of Immokalee Workers.
- 6.1.8 Discrimination in any form is prohibited. Discrimination is the treatment or consideration of making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation.

### 6.2 Agricultural Producers

- 6.2.1 Agricultural Producers in Texas whose products are not produced at all or are not currently produced in sufficient quantity within the 150-mile radius may petition the Market Manager for inclusion as a vendor, provided the product meets all other requirements.
- 6.2.2 Agricultural Producers who operate pre-pay CSA or subscription programs are encouraged to use SFC Farmers' Markets as a distribution point. Items included in CSA or subscription shares, including agricultural products or value-added items, must be produced by the vendor or obtained from another market vendor.
- 6.2.3 Inclusion in pre-paid CSA or subscription shares of products from non-vendors or which are not available within the 150 mile radius may be petitioned for allowance through the Market Manager, provided that agricultural products are produced in Texas, that products are not visible to the general public at market, and that the primary producer of the product submit an application and pay an application fee.

- 6.2.4 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 SFC. Only certified organic growers may display signs using the word organic.
- 6.2.5 Vendors may sell plants and trees, fresh and dried flowers, herbs, and decorative vegetation grown or legally gathered themselves. Purchased nursery stock must be repotted and grown for a minimum of two weeks before being sold.
- 6.2.6 Animals used in the production of products for sale at the market must be raised and managed using humane husbandry practices and environmentally sound methods.
- 6.2.7 Animals must be raised on the vendor's property for a substantial period in the animal's life, according to the following guidelines:
  - 6.2.7.1 Fowl and Rabbits – 75% of the life of the animal shall be raised on the vendor's land
  - 6.2.7.2 Pigs, goats, sheep – 75% of the life of the animal shall be raised on the vendor's land
  - 6.2.7.3 Bison, cattle, large animals – 50% of the life of the animal shall be raised on the vendor's land
- 6.2.8 Animals may not be finished in a feedlot
- 6.2.9 Live animals are not allowed to be sold

### 6.3 Value-Added Producers

- 6.3.1 Value-Added and ready-to-eat products must be processed and packaged by the vendor in their facility or created and developed by the vendor and produced in a processing facility under the direction of the vendor.
- 6.3.2 In reviewing new vendor applications, priority will be given to those producers who can verify the use of local ingredients. (SFC will assist vendors with sourcing when possible).
- 6.3.3 The use of compostable and recyclable packaging for all products is strongly encouraged and preferred, unless the use of such packaging interferes with or undermines the safety or quality of the product, violates health department or other regulation, or otherwise inhibits the sale of the product.
- 6.3.4 Vendors cooking food on site must have their own 2A10BC fire extinguisher and a Class K extinguisher if using a deep fryer.

### 6.4 Community Partners

- 6.4.1 Corporate Sponsors, Nonprofit and Governmental Entities, and Activity Providers must comply with the following:
  - 6.4.2 Community partners are allowed up to a 10 foot by 20 foot space with the exception of special requests including Activities. Additional space may be available upon request and with the Programming Manager's approval.
  - 6.4.3 Up to (2) Tents, (4) 25-pound weights, (2) 8 foot tables, and (3) chairs will be provided to all Corporate Sponsors and may be available upon request to other Community partners. The Market Manager will determine availability. Power may be provided if requested.
  - 6.4.4 Community partners are not allowed to sell any products, but free giveaways may be allowed if the giveaways do not conflict with other goods sold at the market.
  - 6.4.5 Community partners may not offer food samples at the market, apart from educational activities reviewed and approved by the Programming Manager.

- 6.4.6 Fundraising is prohibited.
- 6.4.7 Community partners may collect contact information and use this list to solicit individuals after the market.
- 6.4.8 Community partners may pass out information about their organization, and about a future event(s).
- 6.4.9 Community partners must arrive no later than 45 minutes before the start of SFC Farmers' Market and be set up 15 minutes before the market opens.
- 6.4.10 Community partners may not break down or leave before the close of the market.
- 6.4.11 Community partners will use the full name of SFC Farmers' Markets listed in this document.
- 6.4.12 Community partners must sign a contract and indemnity waiver before coming to the market.
- 6.4.13 Community partners must follow all other applicable market rules.
- 6.4.14 Discrimination in any form is prohibited. Discrimination is the treatment or consideration of making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation.

## 6.5 All Attendees

### 6.5.1 General

- 6.5.1.1 Smoking is prohibited at the market.
- 6.5.1.2 The consumption of alcoholic beverages or drugs is prohibited at the market.
- 6.5.1.3 Vendors are required to comply with state laws concerning firearms and may not openly display firearms while on-site.
- 6.5.1.4 Soliciting is prohibited at market.
- 6.5.1.5 Market staff reserve the right to remove any individual from the market premises for behavior deemed disruptive, unsafe, or in violation of market policies.
- 6.5.1.6 Displays, signage, or actions that interfere with market operations or create an unsafe or hostile environment are prohibited.
- 6.5.1.7 All vendors must give the Market Manager their best estimates of gross sales for each market. The data will be kept anonymous but is required for accurate market analysis and reporting.

### 6.5.2 Pets

- 6.5.2.1 Vendors are not allowed to bring pets or live animals to the market for any reason. Animals are not allowed in proximity to any food products. A vendor who brings a pet or live animal to market will be immediately asked to leave.
- 6.5.2.2 Service animals are allowed at the market.

### 6.5.3 Stall Assignments

- 6.5.3.1 Stall assignments will be made based on attendance, product mix, and logistical constraints as determined by the Market Manager.
- 6.5.3.2 The stall size shall be 10 feet by 10 feet.
- 6.5.3.3 Transactions between customers and vendors may only occur within the stall.
- 6.5.3.4 Vendors may request a maximum of two stalls. Requests for two stalls may be made in writing to the Market Manager on either a seasonal or year-round basis.

- 6.5.3.5 Vendors shall provide all their own equipment and must not exceed the stall space marked for them on the market map. Tents must be securely weighted with 25 pounds for each corner. In the interest of market safety, vendors without secured weights will be asked to pack up their tent.
- 6.5.3.6 All pre-determined fire lanes and ADA pathways must be maintained through the markets' hours of operation. Vendors must not block fire lanes or ADA pathways with tents, vehicles, equipment, signage, or other materials for the duration of market.
- 6.5.3.7 Stall fees for all markets must be paid by check, credit card, or cash by noon the day of the market.
- 6.5.4 Signs**
  - 6.5.4.1 Vendors shall post a sign with the name of their business and business location.
  - 6.5.4.2 Vendors shall post signs on each product for sale, or an itemized list of products which includes pricing.
  - 6.5.4.3 Signage must be accurate and truthful in claims of production practices, sourcing, or other claims.
- 6.5.5 Attendance**
  - 6.5.5.1 The start date for new vendors will be mutually agreed upon by the vendor and Market Manager.
  - 6.5.5.2 All vendors are expected to attend markets on a regular, year-round basis, unless otherwise approved as a seasonal vendor. Vendors must attend at least one market (Downtown or Sunset Valley) for a minimum of 35 weeks in their 12-month period, with no more than 8 consecutive weeks of absence unless prior arrangements are made with the Market Manager.
  - 6.5.5.3 Vendors must give at least a 7-day notice to the Market Manager of their intent to return to the market from an absence of more than 4 weeks.
  - 6.5.5.4 Vendors must notify the Market Manager no less than 24 hours prior to the market if they are not attending.
  - 6.5.5.5 Vendors requiring a month-long absence may request to pause their monthly fee; notice must be given at least 1 week in advance for this pause.
  - 6.5.5.6 Vendors who fail to provide prior notice or receive authorization for absences, except for agricultural vendors with genuine seasonal products, will be considered inactive after 8 consecutive weeks out of market and must reapply to attend market again. Any product exclusivity previously granted will be nullified upon reapplication.
  - 6.5.5.7 Vendors must have their booths completely set up at least 15 minutes prior to the start of market and may not sell any products prior to the scheduled start time.
  - 6.5.5.8 Vendors shall not breakdown their booth or depart a market prior to the close of the market without the approval of the on-site market staff.
- 6.5.6 Parking**
  - 6.5.6.1 Vendor vehicles must be kept within assigned parking spaces.
  - 6.5.6.2 Vendor vehicles may not be parked in customer parking zones or areas.
- 6.5.7 Pricing**
  - 6.5.7.1 Vendors will determine the prices of their own products.
  - 6.5.7.2 The sale or likely sale of goods at less than fair value (dumping) is prohibited.
  - 6.5.7.3 Vendors shall give refunds to customers that are dissatisfied with the products they have purchased.
- 6.5.8 Professional Manner**

- 6.5.8.1 Vendors asked by Market Managers to remove products of poor quality or products that present a threat to health must do so immediately.
- 6.5.8.2 Vendors must represent their products in an honest manner, whether written or verbal.
- 6.5.8.3 Vendors must always conduct themselves in a courteous and professional manner. Vendors must treat customers, staff, volunteers of SFC, and fellow vendors with respect.
- 6.5.8.4 Inaccurate, inappropriate, threatening, or harassing words or statements construed as disparaging or harmful to other vendors, vendor-to-customer relationships, the market, Sustainable Food Center, or other market stakeholders (including funders, sponsors, and SFC partners) are prohibited. Vendors may be expelled at the discretion of the Market Manager for any of the above behaviors.
- 6.5.8.5 All vendors should be attentive and engaged at market to reflect a professional presence.
- 6.5.8.6 No music other than that provided by the market is allowed.
- 6.5.8.7 No disruptive or aggressive behavior is allowed.
- 6.5.8.8 Vendors are responsible for keeping their area clean during market and are responsible for cleaning their stall location after market is over.

**6.5.9 Double Up Food Bucks**

- 6.5.9.1 All vendors who are eligible to participate in Double Up Food Bucks (not limited to but including all farmers, ranchers, agrarian vendors, and food-based value-added producers) shall participate in Double Up Food Bucks.
- 6.5.9.2 Discrimination in any form is prohibited. Discriminatory behavior includes refusing to accept Double Up Food Bucks from customers.
- 6.5.9.3 All eligible vendors must display Double Up Food Bucks signage within their stall that is visible to customers from a moderate distance.
- 6.5.9.4 All vendors eligible for participation in Double Up Food Bucks, including Farmers' Market Nutrition Program (FMNP), Supplemental Nutrition Incentive Program (SNAP), and WIC, must post signage with their identification number visible to market shoppers.

## **7 VENDOR PRIVACY**

Sustainable Food Center is committed to protecting the privacy and accuracy of confidential information to the extent possible, subject to provisions of state and federal law. Other than as required by laws that guarantee public access to certain types of information, or in response to subpoenas or other legal instruments that authorize access, personally identifiable information is not shared. We do not re-distribute or sell personal information collected on our application, reapplication, weekly market sales estimate collection or private communications with market staff.

Sustainable Food Center collects individually identifiable business information on vendors in the SFC Farmers' Market network including but not limited to names, addresses, phone numbers, email addresses, proprietary growing practices, labor practices, sales estimates, financial information, billing, and payment information. This information is used internally by Sustainable Food Center staff to understand how best to serve vendors as we operate our programming.

We will not disclose, without written consent, personal information collected about an individual or business.

We reserve the right to use photos of vendors, booth displays, specific products, and/or farm visits in a marketing capacity in advertisements, Sustainable Food Center and SFC Farmers' Market social media channels, and/or distributed printed materials. Questions regarding vendors' rights to review, modify, or delete their previously provided personal information should be directed to [farmersmarkets@sustainablefoodcenter.org](mailto:farmersmarkets@sustainablefoodcenter.org).

## 8 USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation.

The completed AD-3027 form or letter must be submitted to USDA by:

1. **Mail:** S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or
2. **Fax:** (833) 256-1665 or (202) 690-7442; or
3. **Email:** [Intake@usda.gov](mailto:Intake@usda.gov)

This institution is an equal opportunity provider.

## 9 VENDOR SIGNATURE

*I acknowledge that I have read the SFC FM Policy Manual in full and agree to all rules and regulations outlined above.*

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Signature

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Printed Name

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Date