

Fernley Poolside Farmers Market Rules and Regulations Agreement

Welcome to the Fernley Poolside Farmers Market. We are excited to offer the Fernley Community and beyond the opportunity to enjoy a family friendly Farmers Market on Saturdays. This will be our third year running the Market, with that being said we are focusing on advertising and marketing via signage, fliers, social media, radio and websites. At the start of every Saturday Market we will be doing a Facebook live of the event. If you would like to be featured on our Facebook, Instagram and web page please email us a photo and write up of your business. We encourage you to be a voice in the market and appreciate any feedback and comments. We look forward to a successful 2023 season for all!

WHERE WE OPERATE

Fernley Poolside Farmers Market ("FPFM") operates seasonally at the Fernley Swimming Pool, the first Saturday in June to the last Saturday in September.

The 18 market dates are as follows for the 2023 season:

June 3rd, 10th, 17th & 24th

July 1st, 8th, 15th, 22th & 29th

August 5th, 12th, 19th & 26th

September 2nd, 9th, 16th, 23rd & 30th

Location address: 300 Cottonwood Lane, Fernley, NV 89408

Time of event: 8:00 a.m. – 12:00 p.m.

Set up time starts at 7:00am must arrive by 7:30am to be set up for the day.

Email- fernleypoolsidefarmersmarket@gmail.com

Social Media FB & IG @fernleypoolsidefarmersmarket

The Market Manager- Sara Thomas (775) 622-6003

GENERAL REQUIREMENTS

Producer's Certificate- A Producer's Certificate is required for farmers who sell raw and unprocessed crops of their own production, including, eggs, honey, flowers and starter plants. You are also required to have your Vendors Certificates if selling such products from another farm which you did not grow yourself.

Hobby Crafters - A certificate is required from the City of Fernley.

Cottage Food- A certificate is required from the Nevada Division of Public and Behavioral Health.

Health Permit- Vendors must always comply with the State Health Department and maintain and display a current Public Health Operating Permit during the Market season. NRS 446.870. . . "It is unlawful for any person to operate a food establishment without a valid permit issued to him by the health authority."

Vendors- Selling of goods will need a Nevada State business license as well as a City of Fernley business license.

Scales- Vendors must use an approved commercial scale that is certified by the Office of Weights and Measures for the current year. We will be checking each scale that will be used during the market. If it is not approved for the current year, you may not use it to weigh produce until the scale is certified.

Insurance- ALL Vendors must maintain, at its sole expense, commercial general liability insurance, \$1 million per occurrence \$2 million general aggregate coverage for the specific dates of the Market. The policy must name "Fernley Poolside Farmers Market" located at 300 Cottonwood Lane, Fernley, Nevada 89408, as an additional insured. The policy must be obtained from an insurance carrier licensed to do business in the State of Nevada. In addition, every Vendor must maintain automotive liability insurance for any vehicles or trailer used by the Vendor.

Sales Tax Identification- All vendors who are selling any type of product, other than a farmer who sells only fruit or vegetables, must obtain a Sales Tax ID. The market is not responsible for your sales tax and will not be collecting it.

HEALTH REQUIREMENTS

Clean and Sanitary Booth Space- All Vendors must maintain their space in a clean, safe, and sanitary manner during each Market.

Sampling Foods- A hand wash station is required at each food booth that is selling ready to eat food or sampling. The booth must have a minimum of five gallons of water in a container with a free-flowing spigot, a catch basin/bucket for wastewater, pump soap

container and paper towels. You must have a utensil washing set up which consists of wash, rinse and bleach rinse. Must have an overhead structure to be able to sample or sell ready to eat foods.

Vendors may not engage in operations that result in staining of the concrete that the Vendor is unable to remove immediately.

BOOTH FEES

Booth- FPFM charges a booth fee for every 10' x 10' space for the season. Spaces exceeding the allotted 10' x 10' booth area will be charged for the additional space on a pro-rated area basis. Booths will be sent up on the large grass area at a first check in, first fill basis. Absolutely no vehicles are allowed on the grass areas at any time. Booths must have a responsible representative at all times, no exceptions.

Option 1 Full participation- FPFM charges \$360.00 for the full season, booth fees must be paid prior to the first market June 3rd 2023. Applications accepted and fully paid for before May 6th, 2023 will receive a 15% discount for the season. After May 6th, 2023 no discounts will be given.

Option 2 Monthly participation- FPFM charges \$30.00 for every Saturday in that month. This must be paid on the first Saturday of the month, prior to your booth set up. Only cash will be accepted for this option.

Payment- FPFM accepts cash or checks for full participation. Please note any check returned for any reason will result in a fee of \$60 for each return and Market Manager has the right to refuse your participation in the market. All checks must be made payable to Sara Thomas. Market Manager reserves the right to alter payment schedules at her discretion. The Market will be open rain or shine. No refunds.

GENERAL INFORMATION

Acceptance- FPFM must approve Vendors and all products and services offered by Vendors before they are permitted to participate in the Market. Only one MLM/DS rep per company (three MLM/DS vendors max per 15 Vendors).

Duration- Vendor's privileges exist for a limited period, not to exceed one season. Vendors must re-apply each season. Participation in the Market may be limited, suspended or terminated for noncompliance with these Rules and Regulations.

Non-Discrimination Policy- FPFM will not grant or deny admission based on the Vendor's race, color, religion, national origin, gender, sexual orientation, gender identity or expression, age or disability.

Required Documentation- Any person who has been approved to participate in the FPFM is required to submit the following:

- Completed Application (all)
- State of Nevada business license (If applicable)
- City of Fernley business license (If applicable)
- Signed Acknowledgement of Receipt and Agreement to these Rules and Regulations (all)
- Producer's Certificate Papers / vendor Certificate (if applicable and must be displayed)
- Commercial Liability Insurance (all)
- Health Permit or Cottage food certificate (if applicable and must be displayed)

All Applicants- Are on a probationary period for the first year. During this time the Market Manager will evaluate the Vendor's attendance, product and compliance with the Rules and Regulations. The Market Manager has full discretion to determine whether to allow any Vendor back to the Market for the following year.

Renewing Applicants- In reviewing the applications of Vendors who seek to be readmitted, the Market Manager will take into consideration the Vendor's history of participation at the FPFM, including adherence to the Rules and Regulations, attendance, absences, Customer complaints, timely payment of fees, and cooperation with the Market Manager, FPFM volunteers and other Vendors.

Seniority- FPFM does not guarantee admission to an Applicant even if the Applicant has participated in the FPFM in prior years.

Products- The Market Manager may restrict the products a Vendor offers for sale on a case-by-case basis. If a Vendor would like to add a new item not listed on its application, it must get prior approval from the Market Manager. Please note that NOT all products may be approved for sale, and that the Market Manager has sole discretion in this determination. Additionally, if a new item is displayed in your booth and wasn't approved, the Market Manager has the right to ask you to remove your product from display and not to sell the product. Please remember this is a family friendly market.

Attendance- Vendors are expected to show up on all 18 market days, that being said life happens. So, if there is a time that you cannot be at the market please give a 48 hour notice, we will take each situation as they occur. Vendors may have an alternate for your booth, if you cannot attend for any particular Saturday. You're alternate can only sell what

your booth was approved for, your alternate cannot sell any other products unless approved prior by the Market Manager.

Failure to Arrive on Time- If Vendors fail to arrive at least 30 minutes prior to the start of the FPFM, will require the Vendor to off load their products without disturbing the Market and traffic ways for safety reasons, or prohibit the Vendor from participating in that day's market.

No-Shows- Vendors who have 1 or more No-Shows at the FPFM during the season may lose their right to sell at the FPFM for the rest of the season. A Vendor is a "No-Show" if a Vendor confirmed attendance and did not show up at the FPFM or did not call and cancel in the required 48 hours before the market opened.

Exit Requirements- Vendors **may not start taking down their booth until 12:00 p.m. NO EXCEPTIONS.** The Market Manager will have the discretion to allow an early departure time if needed.

No Sales Until Fully Set-Up- Vendors may not conduct sales until their space is fully set up with signs and prices posted and their booth secured. You must also have your SNAP, WIC and SENIOR signs up, if applicable. **NO EXCEPTIONS.**

Tents, Umbrellas, Tables and additional Signs- Vendors are responsible for setting up their own tent(s) and etc. If you need help setting up, make sure you bring the help you need as FPFM does not employ extra help for that purpose.

Vendors must use weights with 40lbs in each corner of tents, to stabilize all tents, umbrellas, tarps, tables, extra signs and products on display. Vendors are not allowed to stake down in the grass. Vendors must cover all tabletops and may not fill tables beyond load capacity. Booth set-up, signage and table displays must be neat, orderly and aesthetically pleasing. We do not want customers to see under your table.

Restriction Within Space- Vendors must conduct all sales only within the assigned space or directly outside of their space. No boxes, product displays, or signs may extend into the path of Customer traffic, unless approved by the Market Manager.

Vendor Parking- ALL Vendors, their associates and volunteers are NOT to park on the perimeter of the Farmers Market. That means NO parking along the grass area. There is limited parking and the Customers of the market and the Fernley Pool have priority to park closer to the Market and the Fernley Pool entrance.

Market Layout- The Market Manager has complete discretion in determining the overall layout of the FPFM.

Assignment of booth space- Decisions regarding the location, space size, and other factors related to booth space will be at the sole discretion of the Market Manager.

The Market Manager may move any Vendor at any time. The Market Manager has sole discretion to determine whether a Vendor may use an additional space.

Electricity- If electricity is needed, the Vendor may use at its own expense, a generator approved by the Market Manager that does not interfere with other Vendors or customers in surrounding spaces.

Programs- Vendors may accept SNAP/EBT, WIC and Senior coupons for approved vendors only. Customers may only use them for produce (no flowers, no eggs, no meat.) If you are approved to accept these coupons, you MUST have the proper signage posted at your booth. **NO EXCPETIONS.** We are a market that fully accepts SNAP/EBT. We do have a mandatory zoom training each year that you must attend 2 weeks before the market opens. This meeting is between the FPFM, SNAP ED and you as a vendor. The time and date is TBD.

Trash Disposal- FPFM has guidelines for two types of trash, small and large items. Items larger than an 8oz cup are considered large. Vendors may place their small items in the trash receptacles for pickup. Vendors must take their large items with them and dispose at their own expense. You should be leaving your space as clean as you entered it.

Before leaving the Market, Vendors must collect and remove all debris in their space and market traffic area, without regard to whether the debris originated from their booth space.

Animals at the Market- Unless they are certified service animals, we are a pet-free market. We encourage vendors to remind Customers of this rule. Do not bring pets to the Market.

No Smoking/Vaping/Tobacco- Vendors are not allowed to smoke, vape or use tobacco products within the Market at any time. This means the entire property, 300 Cottonwood Lane.

VENDOR APPLICATION

Date: _____

Vendor Business Name: _____

Description of Business Activity: _____

Business Owner(s): _____

Phone Number: _____

Email Address: _____

Address: _____

Mailing address (If different): _____

City of Fernley Business License # _____

State of Nevada Business License # _____

Health Permit # _____

The 18 market dates are as follows for the 2023 season (write yes or no for each date)

June 3rd _____ 10th _____ 17th _____ & 24th _____

July 1st _____ 8th _____ 15th _____ 22nd _____ & 29th _____

August 5th _____ 12th _____ 19th _____ & 26th _____

September 2nd _____ 9th _____ 16th _____ 23rd _____ & 30th _____

Full Participation (initial) _____ Monthly Participation (Initial): _____

Please list all products you wish to sell: _____

By signing below, you agree that you have read and agree to the rules and regulations of the Fernley Poolside Farmers Market. All participants shall indemnify, keep and hold harmless the Fernley Poolside Farmers Market, Fernley Swimming Pool, Sara Thomas, David Thomas and all related persons from and against any and all claims, demands, actions, liabilities, damages, losses, costs and expenses (including attorney fees, court costs, and other professional fees), or judgments arising out of, or in connection with, any claim, demand or action made by and third party, if such are sustained as a direct or indirect consequence of participation in location of 300 Cottonwood Lane, Fernley, NV 89408.

Print Name: _____

Signature: _____ Date _____

Administrative use only:

Amount Paid \$ _____ Cash _____ Check _____

Date: _____

Received by: _____