

# King Street Market Policies

## 2019

### 1. Purpose

*KSM's purpose is to operate a popular, sustainable weekday marketplace that will delight customers from around the region, and facilitate access to quality food to low income families.*

*To support and promote a sustainable and vibrant local agricultural industry by providing a carefully managed market for the sale of locally grown and locally produced products, and by educating the community about about it's agricultural heritage and agriculture today.*

*To create a positive experience for people who come to market, and to provide opportunities for local non-profit groups to tell their community story, thereby contributing to a sense of community in the Boone area.*

### 2. Membership

Applications for Market Membership, Floater Vendor, or Craft Vendor status are submitted to the Market Manager for review and evaluation. A non-refundable application fee of \$25 is due at the time of submission. Membership and booth rental fees are based on vendor category and are outlined below.

#### 2.a. Market Membership Provisions and Requirements:

- An assigned space on reserved market dates
- Eligibility to serve on the KSM Advisory Committee (after first year requirement is met)
- Participation in vendor meetings
- Must commit to entire season and agree to miss no more than 3 market days
- Requires \$50 annual membership fee and \$15 weekly booth rental fee to be paid monthly

#### 2.b. Floater Vendor Provisions and Requirements:

- Space allotted for available dates at the discretion of the Market Manager
- Participation in vendor meetings
- Encouraged to attend at least half of all market dates (based on space availability)
- Must commit to vending schedule monthly at the beginning of each month
- Requires \$25 annual membership fee and \$20 weekly booth rental fee to be paid monthly

### 2.c. Craft Vendor Provisions and Requirements:

- An assigned space on “Farmers’ and Artisans’ Market” dates (the 1<sup>st</sup> Tuesday of each month May-October)
- Participation in vendor meetings
- Must commit to attend all “Farmers’ and Artisans’ Market” dates (6 in total)
- Requires \$25 annual membership fee and \$20 weekly booth rental fee due at the end of market day
- Note: “Consumable” crafts like soaps, lotions, candles, etc... may apply under any vendor category (not limited to Craft Vendor)

### 2.d. Visiting Vendor Provisions and Requirements:

- Space allotted for available date(s) at the discretion of the Market Manager
- Arrangements must be made with Market Manager prior to participation
- Requires \$30 booth rental fee due at the end of given market day

### 2.e. Vendor Fee Summary:

<b>Vendor Category</b>	<b>Application Fee</b>	<b>Membership Fee</b>	<b>Weekly Booth Rental</b>
<b>Member</b>	\$25	\$50	\$15
<b>Floater</b>	\$25	\$25	\$20
<b>Craft</b>	\$25	N/A	\$20
<b>Visiting</b>	N/A	N/A	\$30

## 3. Market Operations

### 3.1. Market Schedule

Tuesdays, May through September 4:00 pm to 7:00 pm, October (optional), 4:00 pm to 6:00 pm

Opening Day: May 7th, 2019

Final Market: October 19th, 2019

### **3.2. Site Use Plan**

The purpose of the site use plan is to ensure a positive experience for customers and a successful market for vendors.

- a) Location- 130 Poplar Grove Connector (at park in front of Social Services Building)
- b) Layout- An average of twenty 12' x 12' vendor booth spaces will be made available, with an additional six 12' x 12' Craft Vendor booths on Farmers' and Artisans' Market dates.
- c) Space Assignment- Vendors are not guaranteed a reserved location. Vendor locations for both Member Vendors and Floater Vendors are assigned by the Market Manager each week. Member vendors will, in most cases, be assigned the same location week-to-week, and the Market Manager will make every effort to preserve a regular spot for vendors with consistent, regular attendance.
- d) Modifications- Weekly modifications to the site use plan, including vendor placement, are made at the discretion of the Market Manager.
- e) Promotion, Entertainment, and Education- Promotional events and activities may include, but are not limited to, cooking demos/tastings, musical performances, non-profit tabling, yoga classes on the lawn, and 1st Tuesday Farmers' and Artisans' Markets.
- f) Amenities- A portajohn will be provided at all times. Electrical hook-up may be made available to provide lighting, but is not guaranteed.
- g) Parking- Ample parking will be made available to KSM patrons. Vendors are expected to move their vehicles in front of the health department after unloading.
- h) Pets- Pets are not allowed at the market. Service animals are permitted.
- i) Smoking- Smoking is not permitted on the market premises at any time.

### **4. Vendor Eligibility and Product Policies**

King Street Market was established by farmers to improve direct sales opportunities for farms and artisan food producers, including those unable to find market access options elsewhere.

The market's product mix management efforts aim to assure product quality, and supply what appeals to customers, which enables a sustainable market mix for many years to come.

Membership preference is given to farms and vendors that:

- a) reside or produce in Watauga County
- b) are not approved for participation in Watauga County Farmers' market
- c) are supportive of product mix categories
- d) who are represented primarily by the owner (or family member) listed on application at over 50% of market dates.

Preference is also given to products and foods produced, prepared, or processed locally (within 50 miles of Watauga County), and to prepared foods made with locally produced ingredients or featuring local farm products. KSM will encourage a diversity of products.

The market's vendor mix is 100% producer-only for farm vendors. 100% producer means that vegetables are raised from seedling to harvest on producer's farm, and animals are raised from birth or weaning stage. No wholesalers or re-sellers are allowed in the market. Non-farm applicants with products produced by others (e.g. seafood, coffee, etc.) will be considered based on product appeal and contribution to the overall market product mix. Producer only vendors must be the producer of items being sold or their listed representative (e.g. family member, employee, intern involved in production, or farm co-op partner) as stated on their application. Vendors may only sell products listed on their application. Requests to list a new product must be submitted in writing or by email at least one week prior to sale and are approved at the discretion of the Market Manager.

## **5. Vendor Rules**

### **6.a. Vendor Requirements**

1. All vendors are expected to participate in KSM promotional efforts (including social media, volunteering to put up market signs, word of mouth, etc.).
2. All eligible market vendors participate in the market's EBT, WIC, and Senior Voucher Program.
3. Vendors must clearly display prices.
4. KSM is a rain or shine market, and vendors are expected to participate regardless of weather. If the weather is deemed to present a danger to vendors or customers, the Market Manager will make the decision to cancel the market and notify vendors through email and customers through social media.
5. Vendor arrival is allowed no earlier than 2pm on market day, and no later than 30 minutes prior to opening. Market setup must be completed by market opening.
6. Clean-up and close space by one hour after market close.
7. Vendors may not set up after the market opens or close before the market ends. Sales should occur only when the market is open at 4pm and end when it closes, promptly at 7pm (unless customers have formed a line).
8. Approved vendors may share a space at the market with the Market Manager's prior approval. No vendor who is not on the approved member or day vendor list may vend at the market. Vendors may 'carry' another vendors' products to sell in their own booth space if another vendor is unable to attend the Market, assuming that vendor is on the vendor list, with prior approval from the Market Manager. These items must be clearly

marked for customers as products carried for another vendor. Prior notification and absence rules still apply.

9. Vendor spaces are 12 x 12 and may contain a properly weighted 10 x 10 pop up tent. No vendor vehicles or trailers are allowed on the grassy area. Vendors must supply all necessary tables and display items and maintain a safe space for vendors and customers.
10. Vendors are responsible for keeping their vending area tidy, and are responsible for removing all trash to designated trash receptacles after the close of the market.
11. Vendors may not park in the road next to the market to unload their vehicle prior to the market. A loading/unloading space will be managed by the Market Manager for vendors during market setup.
12. Vendors are to use the unloading area to unload their market setup only. Once unloading has occurred, vendors must park their vehicles uphill in front of the health department. Vendors who have a vehicle parked in the loading/unloading/customer space will lose their next scheduled market date after 1 warning.
13. Members are allowed to miss no more than 3 of their total market dates, during the course of the entire season, or no more than 2 scheduled dates for Floater/Craft Vendors. The market vendor fee will be due for dates missed over the limit (based on the application schedule submitted and updated by June, or for Floater Vendors by the start of each month). If the Market Manager is notified in a timely fashion and an absence is approved for a market date that has already been paid for, that amount will be credited toward the vendor's next booth rental payments or reimbursed if necessary. Long-term absences due to exceptional circumstances may be reviewed by the Market Manager. If a Member Vendor misses more than 3 markets during the season, they are subject to removal from the market. If a Floater Vendor repeatedly misses scheduled markets, they are subject to removal from the Floater Vendor list.
14. A vendor may petition the Market Manager for an excused absence by written request submitted within thirty days of the missed market date. If approved, booth rental fees may be refunded.
15. Vendors must provide at least 48 hours advance notice for a market absence (notification must occur by 4:00pm on the Sunday before Tuesday Market). The weekly vendor fee is due for absences with no prior, or lack of, sufficient notification. The missed market fee will be collected before the start of the following market, if it has not already been collected. Appeals due to circumstances beyond the vendor's control will be reviewed by the Manager and must be presented in writing or by email no later than two weeks from the missed market.
16. KSM requires that all vendors comply with standards of professionalism that promote open communication, mutual respect, and the best interests of the market. Disruptive actions or remarks that undermine the shared success of any or all of our community of

vendors are unprofessional and unacceptable. Failure to comply with these standards could result in suspension or removal from the market.

17. Vendors not in compliance with the above policies are subject to the following:

First Offense: Verbal warning

Second Offense: Written warning

Third Offense: \$25 fine

After the third offense a vendor may be subject to removal from the market.

### **6.b. Craft Vendors**

1. Craft Vendors will be invited to vend each 1<sup>st</sup> Tuesday Market at “Farmers’ and Artisans’ Markets”.
2. Participating artists must be willing to build their business following at the market and follow all market rules just like all other vendors.
3. Craft vendors should recognize that KSM is primarily a farmers’ market.
4. All crafts must be produced from original materials by the seller, representing original work – no assembled items, kits, or resale items are permitted.
5. All craft products must be of acceptable quality standards. All products must meet basic expectations of product life, function, and safety.
6. Pictures of finished crafts and in-process production should be submitted with applications.
7. KSM reserves the right to regulate the type and nature of products offered for sale and display, in order to maintain the diversity and quality of the market.

### **6.c. Community Groups and Organizations**

1. A maximum of three spaces will be kept open for education/community tables at each market. These tables are for non-profit organizations, including government, which in some way contribute the environmental, social or cultural health of the community.
2. Attendance at each market must be pre-booked. Priority may be given to groups who have not yet had a table at the market in the current season.
3. While the Market welcomes a diversity of non-profit organizations, it will not permit the promotion of specific political causes, including the signing of petitions or letters of support, or direct fundraising (ex. soliciting cash donations). The purpose of the Market is to build community.
4. Groups strictly promoting one political party or religious perspective are not considered education/community groups. Local politicians are welcome to set up a community table at the Market, representing their constituencies, but not the political party to which they belong.

5. The Market Manager will have discretion to decide which non-profit/education groups may participate at the Market and to what extent.
6. Items for sale at education tables must adhere to all Market policies and be approved by the Market manager. Items which appear to directly compete with market vendors may not be permitted. Exceptions are locally-produced or printed items such as pamphlets, t-shirts, bags, etc., which enhance the education program of the organization. These items must be locally designed, printed, screened, etc. Exceptions may also be considered for products which are uniquely identified with Community Groups.
7. Persons who physically manipulate the body, may bring an assistant to demonstrate on. For reasons of liability, they may not physically manipulate the bodies of members of the public, unless and insurance rider is provided to the Market Manager by the practitioner that names as an additional insured, and gives indemnity to King Street Market.
8. Service vendors must supply copies of their certifications, attesting to their qualifications to offer the service being applied for, if certification is mandatory for providing said service with the state of NC.

## **7. Liability and Legalities**

BRWIA maintains general liability insurance for King Street Market. This insurance DOES NOT cover vendor spaces or products. Vendors must maintain their own insurance covering liability for their person and products during market participation.

## **8. License, Permit, Certification, and Inspection Requirements**

Vendors may be subject to farm and production site visits conducted by the Market Manager. Vendors are required to comply with all applicable Federal, State, and Local laws must retain valid and current documentation of required licenses, permits or certifications. Examples of applicable documentation as required include:

- NCDA Kitchen Inspection (processed foods including baked goods, jams, vinegars, juices, coffee, etc)
- NCDA Division of Meat & Poultry – meat handlers license
- FDA Short Course Certification for acidified foods (pickles, relishes, etc)
- USDA Organic Certification