



# **Farm and Art Market**

Downtown Salina, KS

# **Vendor Rules and Regulations**

## Purpose

The Farm and Art Market Downtown's **mission** is:

To connect and bring farmers, artisans, and residents of the Salina area together, while fostering a sustainable, welcoming, and thriving downtown community. The Farm and Art Market supports the local food system, increases marketing opportunities for farmers and small businesses through collaboration with Salina Downtown, Inc., provides access to a variety of locally sourced items, and increases overall access to healthy, affordable fresh food in Salina, KS.

The Farm and Art Market Downtown's **vision** is:

- Local food-inspired growers, producers, and businesses will prosper by providing a local marketplace to sell their products and where consumers can talk directly to the grower.
- Salina residents will have access to high quality nutritious, locally grown food.
- Residents will understand the value of strengthening the local economy by purchasing locally grown food and locally made items.
- To grow, nourish, and inspire the Salina community.

The Farm and Art Market Downtown is organized and managed by Salina Downtown, Inc. and a downtown farmers market committee.

The Farm and Art Market strives to be a producer market. This means we give priority to vendors who grow or produce the products they sell. However, to enhance the market experience and service for customers, we allow a mix of GROW IT, RAISE IT, MAKE IT, and BAKE IT vendors.

**These regulations are important to the safe and successful operation of the Farm and Art Market. Failure to abide by the rules may be cause for expulsion from the market.**

**No badgering or intimidating other vendors at the market. No politics or political campaigning is permitted. Any signs, clothing, stickers, symbols, etc. that can be deemed political is prohibited. This zero-tolerance rule applies to vendors, products, and guest organizations.**

**The vendors agree to indemnify and hold Farm & Art Market Downtown & Salina Downtown Inc. harmless against any and all claims of loss, theft, damage to equipment, or the products they provide.**

### Contact Information:

- Jessica Knudson- Market Manager (785)-260-7990
- Farm & Art Market Committee direct contact: arickman@salinadowntown.com

- Salina Downtown, Inc. (785) 825-0535, 134 S. Santa Fe Ave #120, Salina, KS 67401
- Kansas Department of Agriculture (785) 564-6700, 1320 Research Park Drive, Manhattan, KS 66502
- From the Land of Kansas (785) 564-6759, 1320 Research Park Drive, Manhattan, KS 66502
- Kansas State Extension (Central Extension District) (785) 309-5850, 2218 Scanlan Ave, Salina, KS 67401
- Kansas Department of Revenue (785) 368-8222

## Dates and Location

**Saturdays 7:30 a.m. - 11:00 a.m., May 24th - October 18th**

The May 24th market is open to any vendor who has applied and been accepted into the market. There will be no booth/ vendor fees required for that day only. The market is in downtown Salina in the City Lights Stage parking lot, which is on the corner of Ash and Santa Fe. The address is 149 N. Santa Fe Ave.

## Products Permitted for Sale

The Farm and Art Market provides a venue for selected growers, food entrepreneurs, and local artisans to sell what they raise or produce directly to the public. All products sold at the market must be grown, raised, or made in Kansas (unless otherwise noted in this handbook).

*Vendors that live within a 75 mile radius of Salina city limits will be given preference.*

Vendors must list each product they wish to sell at their booth during the market season on their application in MarketWurks. Products not listed on the application may not be sold at the market. If you choose to add items to sell during the season you must first add them to Marketwurks AND receive approval from the Market Manager and committee. These items must be approved at least two (2) weeks in advance of when the vendor wishes to bring the product to the market. **A vendor may not necessarily be approved to sell all types of products for which they apply.**

The market manager, Salina Downtown, Inc., or the farmers market committee has the authority to prohibit the sale of any product that does not conform to market standards.

## Farm and Value-Added Farm Products

Farm products include Kansas-grown fruits, vegetables, honey, mushrooms, meats, fish, milk, eggs, plants, and flowers. Unless otherwise noted, **all farm products sold at the Farm and Art Market must be grown/raised in Kansas.** Priority is given to farm products grown/raised by the vendor.

Value-added products are made from raw agricultural products grown by the vendor and processed beyond their raw state. These include jams and jellies, cider, popcorn products, frozen fruit, dried fruits, and

vegetables, wine, dairy products like cheese and yogurt, burgers, sausages, and other processed meats, and non-food products such as soap, body lotion, and candles.

**\*\*Value-added products must comply with all requirements set forth by the Kansas Department of Agriculture.**

Items on a vendor's display/table must be homegrown, handmade or homemade by the vendor unless they have prior approval of the Farm and Art Market Committee. There is a concession for 25% of your booth to be used to sell handmade, homemade, or homegrown products from another producer not present at the market but proper labelling will be required. These items are still subject to approval by the Market Committee and the Marketwurks requirements.

**No products sold at the market may be purchased from a middleman such as a warehouse (Costco, Sam's Club, etc.), food broker, or auction.** Failure to disclose products purchased and resold at the market is grounds for immediate termination of this contract. The market manager, Salina Downtown Inc., or the farmers market committee reserves the right to verify that all products are produced in Kansas by the vendor, which may involve conducting a site visit of the vendor's property and/or production location.

**Raw meat-** must meet all health code requirements for legal sale. The vendor must maintain the product in a continuously frozen/preserved condition from the time it leaves the processing facility until it is sold at the market. Products from animals administered growth hormones will NOT be sold at the market.

**Dried/fresh wild mushrooms-** may be sold; vendors must provide the market manager with a statement that the mushrooms were inspected by a qualified mushroom inspector at the time they were collected.

**Non-food value-added products-** such as soap, lotions, and candles must be made from ingredients grown and processed by the vendor.

**Farmers selling value-added food products must provide documentation of all necessary permits, licenses, etc. or must demonstrate that the product meets the requirements of the home-based vendor law. Each farmer must submit information about each value-added product showing which ingredients are from their farm.**

## **Prepared Foods**

Prepared foods are made from scratch by the vendor using ingredients not grown or raised by the vendor and are sold to be eaten by customers at home. This category includes dressings and dips, sauces and relishes, breads, pastries, cookies, and other baked goods, pasta, granola, ice cream, and other take-home foods not prepared on site.

1. Prepared Food vendors shall submit and maintain all required state permits. All appropriate permits and licenses shall be filed with the market manager.
2. Prepared Food vendors using ingredients produced in Kansas or gathered from other Farm and Art Market vendors are given preference in the vendor selection process.
  - Vendors using premade or purchased mixes or fillings, as well as items primarily from a manufactured/processed product MUST be labeled as such.

3. Home-based vendors must meet all requirements of Kansas law for food production and labeling.

## **Ready-to-Eat Food Products (Food Trucks/Concessions)**

Ready-to-eat food vendors offer freshly made foods available for sale and immediate consumption on site.

- a. Concession/food truck vendors shall submit 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.
- b. Concession/food truck vendors using ingredients produced in Kansas or from other Farm and Art Market vendors are given preference in the vendor selection process.
- c. All food trucks wishing to serve during the Farm and Art Market must be inspected by the Salina Fire Dept. No exceptions.

## **Products That May NOT Be Sold**

The Farm and Art Market will **not accept** the following items at our market:

- Dietary supplements, vitamins, etc.
- Food items not grown, produced, and/or processed by the vendor.
- Non-food items unless grown or processed by the vendor (i.e. flowers, soap, lotion, beeswax candles)
- Any product not produced in Kansas.
  - Special exceptions can be made regarding tree fruit, etc. BUT must be approved by the market manager, Salina Downtown, Inc., or the farmers market committee before the vendor will be allowed to sell items.
    - If you are planning on selling items that are listed above, you must include that on your application form.
- Beverages not produced by vendor business (canned soda or juice, energy drinks)
  - Bottled water will be the ONLY exception
- Products from businesses that operate under a franchise/MTM agreement (i.e. Pampered Chef, Avon, etc.)

## **Vendor Application Process**

***To apply for the Farm and Art Market, interested vendors should:***

- **Read this Vendor Handbook carefully** to make sure your products qualify, and you can abide by the rules and regulations of the market.
- Complete and submit the Vendor Application:
  - Applications for the Farm and Art Market are accepted via the Salina Downtown, Inc. website at <https://www.salinadowntown.org>. Prospective members may also request a paper copy of the application by contacting the Market Manager or Salina Downtown, Inc. during business hours.

- All prospective vendors must submit a completed application form, even if they have been a vendor at the Farm and Art Market before.
- Be VERY clear about what you plan to sell and list ALL items on the application.
- Please submit copies of all other required documentation for the products you wish to sell, such as food establishment licenses, wholesale licenses, organic grower certifications, etc.
- The Farm and Art Market reserves the right to schedule vendors according to the demand for their product, number of vendors selling the same product, and number of spaces available. Every effort will be made to accommodate each individual vendor's requested schedule, but the requested schedule is not guaranteed until confirmed by the Market Manager or the farmers market committee.
- All vendors must be approved before they are allowed to sell at the Farm and Art Market. Vendors are NOT selected on a first-come first-served basis. Vendor selection criteria are designed to keep the market fresh, interesting for visitors, and profitable for vendors.
- The Farm and Art Market does not offer exclusivity for any vendor, company, brand, or products sold.
- All vendors are required to comply with the Farm and Art Market rules, policies, and guidelines described in this Vendor Handbook. Acceptance to the market as a vendor and continued market attendance is based on vendor's compliance with the market rules.

*Additional information for artist/artisans:*

Anyone who produces, creates or assembles their products/items/pieces. This would include painters, jewelers, potters, woodworkers, etc. Any item which is produced without some effort on the part of the vendor must be pre-approved before being brought to Market.

- All work must be of original design and created/processed by the individual/vendor company ("handcrafted").
- A strictly limited number of vendor companies may be allowed to buy and sell items from out of state sources. Product resellers are sellers of Market items that are not currently offered or offered in sufficient quantity by vendor companies selling at Market. This category includes carefully selected secondhand items, and Fair and/or Direct Trade products.
- A strictly limited number of vendor companies may be allowed to sell laser cut, laser engraved, or image transfer/dye-sublimation printed items or pieces. The addition of a vendor's company logo by means of laser cut, laser engraving, image transfer, or dye-sublimation onto the vendor's original items/pieces is acceptable.
- All work must be safe, non-toxic and fit for its intended use.
- The use of artificial fragrances and synthetic chemicals are highly discouraged in personal care body products, candles, etc.
- Priority is always given to producers who do not use artificial ingredients. We encourage the use of materials/ingredients that are organic or produced using safe practices/methods.
- No pieces/items shall be permitted that are derived from kits.
- Pieces/Items must add to the valued diversity, be of high quality, unique and/or not adequately represented at the Market.
- Priority is given to vendors who utilize sustainable and eco-friendly practices within their standard operating procedures.

- The work sold at Market by the artist must match the quality and balance of the images submitted during the application process.

## Vendor Participation Options and Fees

### **Application Processing Fee and Annual Partnership Fee:**

Due to the level of attention required to process and verify information presented in vendor applications, a non-refundable fee of \$60 must accompany all applications for all vendors January 15<sup>th</sup>- April 30<sup>th</sup> and from May 1<sup>st</sup> on the fee is \$80 plus a non-refundable \$20 annual partnership fee due at the time of the first market Saturday (May 24<sup>th</sup>). This annual partnership fee will allow the vendor to be included in the newsletter provided by SDI and will help with the marketing costs that will be provided for each vendor. The application processing fee will be billed via Marketwurks unless other arrangements are made by the vendor.

**Please note:** You will be **required** to submit your season total sales by October 25<sup>th</sup>, 2025. This process will be anonymous.

### **The options and fees for vendors participation are:**

Note: Fee payments are preferred to be paid via Marketwurks by credit/debit card but cash or check will be accepted in the SDI office during business hours.

Fees must be paid by 4:00 PM on the due date. A \$10 late fee will be applied after the due date/time has passed.

#### **Tier 1:**

Vendor must commit to attending **20+ markets** for the season. Vendor may request up to (3) excused absences on the application form.

Cost: \$10 per stall space (12'x12')/market, paid monthly (including \$2 processing fee), ½ season, full season

#### **Tier 2:**

Vendor must commit to attending **10-20 markets** for the season.

Cost: \$20 per stall space (12'x12')/market, paid monthly (including \$2 processing fee), ½ season, full season

#### **Tier 3:**

Vendor must commit to attending **up to 10 markets** for the season.

Cost: \$30 per stall space (12'x12')/market, paid monthly (including \$2 processing fee), ½ season, full season

### **Substitute Vendor Tier:**

Vendors may apply to be included on the rotating Substitute Vendor list. Vendors who apply for a food category that is already full and/or vendors who apply after the application deadline may be offered a spot on

the Substitute Vendor list. Substitute Vendors are subject to the same rules as all vendors participating in the Farm and Art Market. Substitute Vendors are typically offered a stall space by Thursday prior to the market and the selected vendors will be required to pay a stall fee on the Thursday or prior to set-up on Saturday if paying by cash/check.

Cost: \$30 per stall space (12'x12')/market, paid for on Thursday prior to market or before set-up on the Saturday they attend

### **Incubator Space Rules:**

Farm & Art Market Downtown will have 2 incubator stalls per market season to be filled at the discretion of the market committee. These market vendors will not be required to abide by the same rules and regulations as the traditional vendors. To apply for and be considered for the space in the market you must participate in Project Open. Project Open is designed to encourage and support entrepreneurial efforts in the Saline County area and is administered by the Salina Area Chamber of Commerce. In addition to this requirement, you will be required to submit a business plan as a part of the application process. The fees for these spaces will be \$25 per week if you attend 20 or more markets, \$40 per week if you attend 10-20 markets, and \$60 a week if you attend less than 10 markets. Continuance in the market will be decided by the market committee based on vendor space and incubator business interest. Guidelines and additional questions can be directed to the Farm & Art Market Committee.

**Note: Tier status is determined by the number of dates you sign up for. If additional dates are reserved after application approval, the Tier Level assigned at application is still applicable until the additional dates attended reach the next tier. If there is a change to your tier level due to cancellations or “no shows”, your market fees will be recalculated, and any amount owed will be billed and due immediately.**

## **Farm/Site Visits**

- a. The Farm and Art Market reserves the right to conduct site visits to the farms, kitchens, production or packing facilities of any market vendor or to authorize a designated representative to do so.
- b. Vendors new to the Farm and Art Market may be contacted by the market manager to schedule a mutually convenient time to visit the vendor’s farm, kitchen, or production facility.
- c. All vendors must agree to allow review of their site by authorized representatives of the farmers market at any time, for any reason. Vendors will be contacted in advance to schedule an appointment for the site visit. If a vendor refuses to allow a site visit or does not fully cooperate with the site visit, the vendor’s participation will be terminated without any refund of fees.

## **Attendance and Tardiness**



The Farm and Art Market is dedicated to providing a consistent, high quality, friendly, well-staffed, and well-stocked market for our community and visitors. To meet this goal, it is important that ALL vendors attend the weekly market and **be ready to start business at 7:15 am for a 7:30 am opening.**

1. Tier 1 vendors are expected to honor the participation schedule established in their contract.
2. Vendors who are consistently late or have three (3) unexcused absences for the season may be asked NOT to return the rest of the season and may NOT be considered for the next season. Vendors with three (3) unexcused absences during the season will forfeit their vendor space and vendor fees for the remainder of the market season.
  - a. Excused absences approved in the application process do not apply.
3. In the event of an absence from a scheduled market Saturday due to any reason, vendors must notify the market manager one week prior to the absence.
4. We understand that occasionally circumstances beyond your control will cause a late arrival to the market. All vendors are expected to be set up and ready to sell at 7:15 am. Vendors who consistently report to the market late and are not ready for business at the designated time may be asked not to return the rest of the season and will not be considered as a vendor for the following year.
5. If a vendor arrives after the lot has closed at 7:15am the vendor must walk their items into their vendor space. No vehicles are allowed after 7:15am.
6. If an emergency should occur, the vendor is asked to contact the market manager or SDI as soon as possible after the emergency concludes.
7. No refunds will be made for dates the vendor does not attend. This includes moving fees to cover missed dates.

## **Booth Spaces and Equipment**

1. **Vendor space assignment:** Spaces will be assigned by the market manager and SDI using their best judgment considering many factors including, but not limited to: vendor needs such as electricity or handicap accessibility, physical distribution of products throughout the market, and the visual esthetic of the market.
2. **Vendor space reservations:** Vendors who sign up for Tier 1 status will be assigned a permanent booth space and will work in coordination with the market manager to reserve their booth space.
3. **Subletting:** Booth spaces may not be transferred to or shared by other vendors unless prior permission was obtained from the market manager. Vendors are **NOT** allowed to give their booth to another vendor not registered with the Farm and Art Market in the event they are absent. Any vendor who sublets their space without prior approval is subject to forfeiture of space and fees.
4. **Booth size:** Booth space is 12' wide and 12' deep. In consideration of other vendors, vendor setup must be within the boundaries of their space. No boxes, displays, signs, or other vendor equipment or products may extend into the common customer traffic areas. Vendors are responsible for maintaining their spaces, in a clean and sanitary condition, at all times.

5. **Equipment and Supplies:** The vendor must supply all their own equipment such as tents, tables, table coverings, chairs, display cases, signs, etc. Vendors are responsible for supplying their own weather protection equipment. All vendor equipment used at the market must be in a clean and safe condition.
6. **Tents/Canopies/Umbrellas:** Any vendor tent, canopy, or umbrella on the Farm and Art Market's site during a normal period of market operations, including the set up and break down period, is required to be sufficiently and safely anchored to the ground from the time it is put up to the time it is taken down. **40# weights on each leg are required for tents and canopies and 50# weights are required for umbrellas.** Any vendor who fails to properly anchor their tent/canopy/umbrella will not be allowed to sell at the Farm and Art Market on that market day, unless the vendor chooses to take down and store the tent/canopy/umbrella and sell without it. The vendor is solely responsible for damages or personal injury resulting from the use thereof.
  - a. Weights should be secured in a manner that does not create their own safety hazard.
  - b. Weights should be tethered with lines that are clearly visible and will not cause a tripping hazard.
  - c. Weights should have soft edges to avoid causing cuts and scrapes.
  - d. Weights should be securely attached and on the ground (NOT above people's heads)
7. **Booth Signage:** Each vendor must have a table covering and display signage identifying the vendor's farm or company name. Signage must include the vendor business name and must be prominently displayed so as to be visible during market hours of operation. All product prices must be appropriately and adequately displayed.
8. **Other signage and printed materials:** No signage or pamphlets are allowed to promote activities outside the market that are not related to vendor business. This includes but is not limited to unrelated commercial businesses, controversial topics, and political and/or religious affiliations.
9. **Organic products:** Vendors of organic products must have their original certification clearly displayed at their booth. The word "organic" may not be used in advertising unless certification is provided.
10. **Scales:** If selling goods by weight, the vendor must supply a legal and accurate scale and must comply with all Kansas Department of Agriculture scale requirements.
11. **Electricity:** There is limited access to electricity at the market. Electricity is available, however limited to select spaces and with limited amps.

## Set-Up and Tear-Down

1. Vendors may arrive any time after 6:00 am. Vendors MUST arrive at their assigned space no later than 30 minutes before the market is scheduled to begin. Vendors should be completely set up, staffed, and ready for selling by 7:15 am.

2. To unload in the morning, vendors should enter the site at the entrance off Santa Fe, unless you are a produce vendor and have worked out arrangements with the market manager and are able to utilize 7th Street to enter. Please unload products and supplies near your assigned vendor space, park your vehicle in the designated vendor parking in the Sunflower Bank parking lot, or if you have a trailer, park in the 7th Street parking lot, then return to unpack and set up your booth space. Please do not set up the booth until the vehicle is parked offsite.
3. For the safety of pedestrians, the area designated for unloading will be blocked off at 7:15 am and reopened at 11:00 AM.
4. Vendor booths must remain open and ready to serve customers **until 11:00 a.m.** You may not start packing up your products and tearing down your booth until after 11:00 a.m.
5. Vendors may not bring their vehicle to their booth for loading at the close of the market until their booth is completely taken down including but not limited to TENT DOWN, TABLE AND CHAIRS FOLDED, ALL PRODUCT PACKED, SIGNS REMOVED, ETC. Vendor vehicles pulled in for loading before the booth is completely broken down and packed will be asked to move until ALL booth space equipment and supplies are ready for a quick loading.
6. Vendors will not be allowed to drive vehicles into the market site until 11:00 a.m. or **when the last pedestrians have left the site, NO EXCEPTIONS.**
7. Vendors must leave their booth space clean and free of trash and debris. Vendor may be assessed a \$10 fee for clean up if the market staff must further clean a selling space.
  - a. Failure to clean up the area may jeopardize the use of the downtown site and will not be tolerated.
  - b. Repeat offenders will be expelled from the market and not asked to come back the following market season.

## **Selling at the Market**

1. **Products:** Vendors must list ALL products they wish to sell on the vendor application in Marketwurks. Any additional products must be approved by the market manager at least two (2) weeks in advance of when the vendor wishes to bring the product to the market.
  - a. Samples of produce may be given provided they are kept in covered containers. Knives, cutting boards, etc. must be immediately washed and cleaned after each use or single use, disposable utensils must be used. Individuals preparing samples must be clean, presentable, and free of any communicable disease.
2. **Pricing/Labeling:** Vendors must accurately represent their products to the public with prices and proper labeling. All items must be clearly priced. If selling by weight, vendors must have a legal produce scale.
  - a. **Vendors determine their own prices, but it is recommended that prices reflect accurate and fair value.**

- i. Management has the right to discuss and change prices if deemed necessary.
3. **Sales Staff:** Persons selling a vendor's products at the market must be the vendor, a member of the vendor's family, or a paid employee who participates in the production of products sold at the market. Persons selling at the market must be able to accurately answer questions about how products were grown and harvested or, in the case of prepared goods, how they were prepared, processed, and/or created. Minors (under 18 years) working or otherwise staying at vendor booths must always be supervised by an adult (18 years or over).
  - a. We kindly ask that you supervise your children during the market. Please note that the market manager, volunteers, and SDI will not assume responsibility for the safety and behavior of children in the market area.
  - b. To ensure a positive experience for everyone, please take a moment to discuss the following guidelines with your child(ren):
  - c. Avoid throwing rocks or any other objects.
  - d. Refrain from splashing or spraying water.
  - e. Be mindful of flowers, plants, and trees, and avoid damaging them. No climbing on lampposts.
  - f. Watch out for customers to ensure their safety.
  - g. Show respect to other vendors and their booth spaces.
  - h. Vendors child(ren) may complete only **one (1)** Kid Zone activity per market day.
4. **Customer refunds:** We require the products sold at our events can be returned for exchange or refund while the market is underway, at the vendors discretion.
5. **Harassment:** Vendors are not permitted to "hawk" their products or harass customers in any way. Vendors are also not permitted to harass other vendors during or after the market. **THIS IS A ZERO TOLERANCE POLICY.**
6. **Music:** Live music such as guitar or banjo playing is permitted during market hours unless a scheduled live performance on City Lights Stage has been arranged by SDI.
7. **Sales Tax:** Vendors are responsible for collecting and remitting sales tax on all food and non-food items.
  - a. The method of tax collection ("plus tax" or "tax included") is at the discretion of the vendor.
  - b. **Non-food tax in the downtown district is 10.25%. Food tax in the downtown district is 3.75% as of January 2025.**
8. **Close of Market:** Vendor booths must remain open and ready to serve customers until 11:00 a.m. You may not start packing up your products and tearing down your booth until after 11:00 a.m. Vendors are required to stop selling at the close of the market.
9. **Sales:** No sales prior to 7:30am unless patrons are picking up preorders.

## **SNAP/Double Up Food Bucks (DUFB)**

The Farm and Art Market strives to provide access to healthy, locally grown food to as many Salina-area residents as possible. The market also tries to continually develop new customers, which will increase sales for vendors, and connect with residents who may not know much about farmers markets. Participating in the SNAP and DUFB programs can help achieve these goals.

- Supplemental Nutrition Assistance Program (SNAP)
  - SNAP offers nutrition assistance to millions of eligible, low-income individuals and families and provides economic benefits to communities. SNAP helps people on tight budgets make healthy food choices. SNAP clients receive their benefits via an Electronic Benefits Transfer (EBT) card and may spend them on eligible foods at the farmers market including breads and cereals, fruits and vegetables, meats and poultry, and dairy products.
- Double Up Food Bucks (DUFB)
  - DUFB is a federal program that matches customers SNAP EBT dollars, so they get twice the fruits and veggies.
  - We are planning on applying for DUFB at the market beginning in the spring/summer of 2026. Complete information will be provided to all market vendors prior to the first market day of the season.

## **Vendor Meetings and Emails**

Vendors will be required to attend an organizational and informational meeting with the market manager and market committee on Thursday, April 24th at 6:30 p.m. Details of the location will be provided prior to the meeting.

The market manager will circulate weekly/monthly vendor updates by email to communicate market news, market layouts, and other information relevant to our market community. Vendors are expected to read these communications thoroughly as they contain important and time sensitive information.

Please join the Vendor Facebook page. A link will be sent once you are an approved vendor.

## **Food Safety and Compliance**

The Saline County Health Department and Kansas Department of Agriculture are great resources that are available to answer questions and provide information throughout the market season. Please ensure that you and your employees practice safe food health when handling your produce or product. This ensures that you are doing your part to protect the health and well-being of others as well as yourself. Vendors and their employees are responsible for informing themselves about complying with the local, state, and federal health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products. The sale of food items requires proper labeling which must contain product name, preparation site, ingredients, net weight, and price.

Vendors MUST comply with ALL applicable local, state, and federal regulations, including but not limited to:

- Approval seal on weighing devices
- Pesticide licensing and safe use
- Organic certification on claimed products
- State sales tax collected permits
- Labeling for restricted products
- Food safety, sanitation, and health permits

It is the vendor's responsibility to know and follow these regulations. The vendor must be able to provide records that testify their compliance to the market management or any customer who may request it.

## Vendor Conduct

1. **All vendors are expected to act in a courteous and respectful manner to ALL customers, vendors, volunteers, market manager, SDI staff, and community members.** Support of other vendors, including assistance during set-up and tear-down, is encouraged. Inappropriate conduct, language, or threats towards other vendors, customers, or staff, whether in person, phone, or electronic media, will not be tolerated and will be grounds for dismissal from the market.
2. **Smoking, vaping and consuming alcoholic beverages are prohibited** at the Farm and Art Market.
3. **Vendors may not bring pets** of any kind to the market. Customers may bring leashed pets to the market. Vendors are encouraged to be aware of pets when around their booth and ensure animals do not have access to food products, wrap leashes around tent poles, crawl under tables, etc.

## Complaint Policy and Process

Maintaining a supportive, respectful, and welcoming environment at the Farm and Art Market is critical to the overall success of the market. Professional conduct is expected at all times. Yelling, swearing, or other harassing or threatening behavior in person or via electronic media will not be tolerated. This type of behavior may result in expulsion from the Farm and Art Market.

Market management cannot effectively act on rumors or anonymous, vague, or untimely complaints about the conduct of others. **All complaints by a vendor either against another vendor or with a market process or rule must be submitted in writing to the market manager or market committee.** Unsigned complaints will not be addressed. Petition-style complaints, signed by numerous individuals, will not be addressed. If a vendor has an issue with the market manager then a written complaint needs to be submitted to the market committee via April Rickman at [arickman@salinadowntown.com](mailto:arickman@salinadowntown.com). Market management and committee will strive to handle all complaints as efficiently, fairly, and discreetly as possible.

1. All complaints by a vendor against another vendor must be submitted in writing to the market manager within 7 days of the incident in question. Complaints by or about customers must also be submitted in writing.

2. All complaints by a vendor about a market process or any rules listed in this document must be submitted in writing to the market manager. Submitting a formal complaint does not constitute a change to the rules but will be taken into consideration by the committee in the best interest of the entire market.
3. Market management will investigate the allegation within 14 days of the day the complaint was received. This may include an inspection visit to the accused vendor's farm or production site and/or consultation with knowledgeable individuals such as the Saline County Health Department officials, Kansas State Research Extension staff, or other local experts.
4. The complainant and alleged violator may be asked to attend a joint meeting if market management determines this would be useful in resolving the situation. The purpose of such a meeting would be to clarify policies, determine whether and to what degree there was a violation, and to determine what disciplinary action, if any, is appropriate.
5. All investigations will be done discreetly and privately. At the conclusion of the investigation, a summary of the findings will be placed in the market files and given only to the parties involved.
6. The market management representatives have full authority to interpret, implement, and enforce policies. Violation of the rules is cause for warnings and/or expulsion.

## **Insurance Requirement**

All vendors must supply SDI with a certificate of insurance, including general liability and product liability insurance. Salina Downtown, Inc. must be listed as an additional insured. Certificates of insurance must be added to the vendors Market Wurks profile prior to the vendor's first market date.

## **Advertising and Marketing**

Salina Downtown, Inc. will be responsible for advertising the Farm and Art Market. Advertising will potentially include posters, social media, flyers, newspaper, radio, and television coverage if applicable. Vendors are encouraged to use their own social media sites to promote the market to their customers and followers. Tag the Farm & Art Market Downtown page on Facebook to ensure that your post is seen by the Farm & Art Market Facebook followers. The market manager and committee will do their best to share posts that are tagged.

## **Vendor Photo Release**

Vendors shall permit photographs and video recordings of their booths, employees, and products. All photographs and video footage shall be the sole property of Salina Downtown, Inc. and may be used by SDI in any manner or media without obligation to the vendor. Please be aware that these materials are for SDI use only and may be used in SDI-owned publications, website, and social media.

## **Weather and Cancellation Policy**

**The Farm and Art Market is a rain or shine market.** We operate on a regular schedule even in heavy rain. We have made a commitment to be open the days and hours we have published, and it is important for all vendors to be present at the market even in inclement weather so customers know they can shop the market each Saturday during the season.

However, we take the safety of our vendors, customers, and volunteers very seriously. Market staff will monitor the weather leading up to and during each market Saturday and, if weather conditions are severe, will take the following measures:

1. If a severe weather threat occurs prior to the opening of the market and there is reason to believe the threat will persist through most of the morning, the market opening may be delayed or the market may be cancelled.
2. If severe weather- including lightning, high winds, and hail- develops after the market has opened, market staff will ask customers, vendors, and volunteers to take shelter in an enclosed vehicle or inside a nearby business or other structure until the inclement weather has passed.
  - a. If weather radar indicates the presence of lightning within a 10-mile radius of the market site, the market will be temporarily closed and customers, volunteers, and vendors will be asked to seek shelter.
  - b. Once the weather has passed, a determination will be made about resuming market operations for the remainder of the market day. If more than 60 minutes have passed and the storm continues or the market management can verify an extended cell's presence exceeding the remaining open hours of the market, the market will be closed for the day.
3. Vendors must ensure that adequate weights are attached to their tents, at all times, during inclement weather. If winds are extreme, vendors may be directed to take tents down to ensure the safety of fellow vendors and customers.
4. Cancellation of a market day, either before or during the market, is viewed as a last resort. However, if weather conditions present safety hazards beyond what staff can be reasonably expected to handle, the market will be cancelled.
  - a. If it is deemed, due to weather, that the market will be cancelled for the day, vendors will receive a booth credit fee to be used towards another Saturday market.
5. Any market delay or cancellation updates will be posted on social media. Vendors should also watch for an email, call, or text from the market manager. **Cancellations will happen by 6 a.m. on Saturday.**

## **Vendor Regulation Violations**

These policies and guidelines may be made more specific in the future as need requires. One of our main goals is to have a framework in place so that the market manager can take immediate action when necessary and refer larger issues to the market committee. Violation of any policy of the market may result in any of the following consequences: warning, being asked to remove a product of concern, being asked to leave for the current market day, being asked not to sell for the remainder of the market season or being forbidden from returning to the market in future seasons.



In all matters expressly mentioned or unmentioned in these policies, the Farm and Art Market's market manager and the market committee retain the right to set, establish, create, amend, eliminate, or make exceptions to rules, regulations, and requirements at any point in time without notice and decisions made will be binding in all cases.