

Farmer's Market Handbook

Kauai County Farm Bureau

I. Introduction to Kauai County Farm Bureau and KCFB Farmers' Markets

The Hawaii Farm Bureau Federation was founded in 1948 and is the largest non-profit general agriculture organization representing approximately 1,800 farm and ranch family members statewide. The Hawaii Farm Bureau Federation's (HFBF) mission is to serve as Hawaii's voice of agriculture to protect, advocate and advance the interests of our diverse agricultural community.

The Kauai County Farm Bureau (KCFB) is a grassroots, member-based non-profit organization of farming families and friends of farmers united for the purposes of analyzing problems and formulating action to ensure the future of agriculture, and promoting the well-being of farming and the local economy in Kauai County. It is affiliated with the Hawaii Farm Bureau Federation and the American Farm Bureau.

KCFB is the operator of the Kauai Community Market and the Kauai Culinary Market, working in partnership with the host sites of Kauai Community College and The Shops at Kukui'ula. KCFB markets distinguish themselves from other farmers' markets by the emphasis and assurance to consumers that produce goods are Kauai Grown and that value-added products and foods use as much local ingredients as possible. KCFB's Farmers' Markets support the general operations of the Kauai County Farm Bureau.

The principal goal of the Farmers' Markets is to support agriculture on the Garden Island by providing a venue for local farmers to sell Kauai grown and produced products.

KCFB Farmers' Markets strive:

- To give growers and producers of Kauai based agricultural commodities and other farm-related products alternative marketing opportunities;
- To promote the sale of Kauai grown farm products;
- To improve the variety, freshness, taste, and nutritional value of produce available in the local area;
- To provide an educational forum for consumers to learn the uses and benefits of locally grown, or produced products;
- To enhance the quality of life on the Garden Island by providing a community activity which fosters social gathering and interaction; and
- To preserve Hawaii's unique agricultural heritage

II. Definitions

- **Kauai County Farm Bureau**, or KCFB, refers to the owner-operator of the Farmers' Markets on Kauai, or its agents and representatives, such as the Market Manager or KCFB staff.
- **Market Manager** refers to the on-site KCFB representative at the Farmers' Market
- **Farmers' Market(s) or Market(s)** refers to KCFB Farmers' Markets currently including Kauai Community Market (at KCC) and the Kauai Culinary Market (at The Shops at Kukui'ula).
- **Vendor** refers to the business operator and responsible party for the Farmers' Market booth rental.
- **Farm Product** refers to the output of a farm such as, but not limited to, fresh fruits, fresh vegetables, honey, meat, live plants, live animals, or cut flowers.
- **Value Added Product** refers to items that are made from Farm Products but are no longer in a raw, harvested state because they have been, bundled, cooked, cured, or otherwise processed, prepared, or packaged. This includes products such as cookies, jams, and spices as well floral arrangements or bags of salad mix.
- **Prepared Food Products** refers to items that are prepared and ready to eat on site. Examples of such products include but are not limited to hot coffee, plate lunches, soups, sandwiches, ready to eat salads, smoothies, and fresh baked goods (packaged or not).
- **Kaua'i Grown™** refers to the Kaua'i Grown Branding Program, which is administered by KCFB with support from the County of Kauai.
- **Kaua'i Made®** refers to the Kauai Made program created by the County of Kauai to officially represent the products made on Kauai, by Kauai people, using Kauai materials.

III. KCFB Farmers' Market Policies

1. A Vendor in the Farmers' Markets shall support the mission and programs of KCFB and not act in a manner that is injurious to such goals and purposes or the best interests of KCFB.
2. Vendors who are farmers selling Farm Products and Value Added Products from their farm and who are members in good standing of the KCFB shall have priority for participation and positioning in the market.
3. No wholesale products shall be sold at the market.
4. Farm Products offered for sale at the Farmers' Markets shall have been grown in Kauai. The Kaua'i Grown™ program is the preferred method to identify and certify the Kauai origin of Farm Products.
5. Vendors may carry a limited amount of Farm Product(s) that they did not personally grow (less than 50%), provided that for each product the originating farm is clearly identified to the customer and that it was grown in Kauai. The Vendor shall also be familiar with the name, location, farm practices and other information pertinent to the farmers they represent.
6. Value Added Products and Prepared Food Products offered for sale at the Farmers' Markets shall use Kauai sourced inputs. Inputs sourced from elsewhere in the state of Hawaii may be used where Kauai sources are not available. Inputs sourced from outside Hawaii may be used where Hawaii sources are not available.
7. Value Added Products and Prepared Food Products offered for sale shall be produced in Kauai County.
8. Vendors selling Value Added Products and Prepared Food Products shall demonstrate a significant and visible use of ingredients grown in Kauai, with the Kaua'i Grown™ program being the preferred method to identify and certify the Kauai origin of the ingredients.
9. The Kaua'i Made™ program is the preferred method to identify and certify the Kauai origin of Value Added Non-Food Products.
10. Information provided on labels shall be clear, truthful, and verifiable. Kaua'i Grown™ and Kaua'i Made™ products shall be labeled individually or indicated on displays in accordance with program rules.
11. The market is a place for commerce and no activity shall interfere with that function. To respect the wide variety of views held by vendors and members of the public, no political signage, petitions, or overt displays are discouraged at vendor booths.

IV. KCFB Farmers' Market Rules and Regulations

The purpose of these rules is to govern and provide for the orderly operation, administration and management of the Farmers' Markets. It is not intended to burden participants, but to ensure the smooth, fair and efficient operation of the Markets. KCFB and designated agents shall implement and enforce all rules and regulations pertaining to the operation of any Farmers' Market in a fair and equitable manner.

KCFB MARKET LOCATIONS

In addition to the general rules covered in this manual, each market may have specific rules due to the nature of the venue or the agreement in place with the venue owner. These market-specific rules are covered in an Addendum. There is one Addendum for each market and market venue. Make sure you review the Addendum for the market(s) in which you wish to participate.

VENDOR APPLICATION AND SELECTION PROCESS

All persons intending to sell in the Farmers' Markets must, prior to participation in the Markets, file an application with KCFB that verifies that they are the actual grower or producer of the specific items which they intend to sell in the Market. If a Vendor intends to carry Farm Products from other Kauai growers or producers, they must identify those suppliers and list the specific items to be sourced by them. All Vendors shall allow KCFB to inspect their production facilities at any time, with or without notice, so as to maintain the integrity of the Farmers' Markets as a locally grown or produced product venue.

1. Vendor Selection Process

- a. Review the Farmers' Market Handbook for compliance requirements.
- b. Complete and submit a Vendor application to KCFB mailing address at Kauai County Farm Bureau, Box 3895, Lihue, HI 96766 or personally delivered to the market manager at Kauai Community Market.
- c. Application fee of \$100. This fee shall be waived for paid active members of KCFB (Hawaii Farm Bureau Federation) in good standing.
- d. Vendor applications shall be reviewed by KCFB as follows:
 - i. Whether applicant is current on all Market payments (for existing Vendors).
 - ii. Vendor status shall be determined: Tier 1, Tier 2 or Tier 3.
 - iii. Vendor participation in the Kauai Grown and/or Kauai Made programs.
 - iv. The type of product(s) proposed for selling and the proposed revenue for those products. Product and supplier lists may be reviewed and shall be kept current during the year.
 - v. A farm or kitchen visit may be conducted, at the discretion of the Market to verify production.

2. Documents Required

All Vendors must have the following documents on file with KCFB at least 5 business days prior to attendance at the Market:

- a. Copy of State general excise tax license
- b. Signed waiver releasing KCFB of any liability (form provided)
- c. Copies of any certifications claimed at booth level such as certified organic, food safety, etc..
- d. Certificate of vehicle insurance
- e. Certificate of insurance naming the Kauai County Farm Bureau (PO Box 3895, Lihue, HI 96766) and the market venue partner as additional insured (see attached insurance requirements in the addenda). Vendors must carry a minimum of a \$1 million liability policy.

Prepared Food Vendors must provide, in addition, the following documents:

- f. Temporary Food Establishment permit for any prepared foods (cut greens, packaged food products, fresh prepared food products)
- g. Department of Health Food safety training certification (or comparable)

These documents must be maintained current at all times. Vendor is responsible for submitting updated COIs and permit paperwork to the market manager. Any changes in proposed items carried must be submitted via updated application and approved IN ADVANCE of carrying these items.

ITEMS FOR SALE AT THE FARMERS' MARKETS

1. Farm Products and Value-Added Products sold at the Markets shall be identified on the application and approved by KCFB prior to sales in the Market. Any new products intended for sale at the Markets shall be submitted as an addendum to the application and must be approved by KCFB prior to sales in the Market.
2. Farm Products shall have been grown in Kauai County. The Kaua'i Grown™ program is the preferred method to certify that this requirement is met.
3. Value Added Products (non-food) shall be made in Kauai with Kauai inputs, where possible. The origin of inputs shall be clearly identified (*i.e.* Kauai, Hawaii, other). The Kaua'i Made™ program is the preferred method of certifying the Kauai origin of products.
4. Value Added Products (food) shall be prepared in Kauai by the vendor approved to sell. Ingredients shall be Kauai sourced where possible and the Kauai sourced ingredients shall be identified via menu boards or displays to customers. The Kaua'i Grown™ program is the preferred method to identify and certify the Kauai origin of ingredients.
5. A Vendor may sell items with their company logo (t-shirts, aprons, caps, etc.) with prior approval as long as these are not the primary items for sale in a vendor's booth.
6. All beverages sold need to be bottled or produced in Hawaii. This applies to soft drinks, bottled water, tea, coffee and other items sold in the Market.
7. Alcoholic beverages are not permitted at the Market.
8. All ready-to-eat, processed and value-added food products must be made on Kauai in a certified commercial kitchen permitted under the Hawaii Department of Health, Title 11, Administrative Rules, Chapter 12, Food Establishment Sanitation. (Note: ready to eat may also include products like salad mixes, cut fruit, in addition to packaged food products. ALL samples must carry a TFE permit.)
9. Food items must be produced and sold according to the applicable state and federal government regulations and in accordance with "prepared food regulations."
10. All farm produce must meet grade standards including labeling as required by law. Any items not meeting requirements for sale are subject to removal. Such removal is considered a violation of Market rules and is subject to disciplinary action.

VENDOR BOOTH REQUIREMENTS

1. **Vendor Requirements for Booth Use**
 - a. Stall dimensions must be adhered to at all times, with no signage allowed outside of the booth footprint.
 - b. Selling can only be done in designated areas.
 - c. Stalls may be shared with the approval of KCFB and proof of appropriate permits, licenses and product approval.

- d. Vendors sharing a booth must provide signage for consumers that identifies each Vendor and contact information
- e. Vendors may not sublet stall space to others.
- f. If a Vendor relinquishes ownership of their business, the new owner must apply for admission as a new Vendor to the Market.
- g. All Vendors are required to clean up their stall following the close of the Market. Failure to do so shall result in a fine (equal to the amount of a professional cleaner), and a written infraction and/or loss of future Vendor opportunities.
- h. Overnight parking is prohibited.
- i. All Vendors must provide emergency contact names and phone numbers to KCFB and this information should be updated when necessary.

2. Booth Assignment

Vendor booths are assigned by KCFB and determined by the type of products being sold. A regular Vendor is generally assigned the same space each week; however, this is subject to change at the discretion of the Market Manager.

3. Booth Fees

Vendor fees are determined by classification in one of three categories based on the type of products sold and the producer of those products. KCFB shall determine the classification of Vendors.

a. Tier 1

Farmers selling Farm Products only. All Farm Products must have been grown on a farm in the County of Kauai. Farm sources must be submitted to KCFB and displayed in the booth. Vendors cannot sell any value-added products, including food.

b. Tier 2

Farmers selling Value Added Products **and** Farm Products. All Farm Products shall have been grown on a farm in the County of Kauai. Value Added Products, including prepared food, should utilize farm products from the featured farm but may include components from other sources. Farm sources must be submitted to KCFB and displayed in the booth.

c. Tier 3

Prepared food sales and non-farmers selling Value Added Products. Any prepared or value added food products shall demonstrate a significant and visible use of ingredients grown in the County of Kauai. The Kauai Grown™ Program is the preferred method to meet this requirement. The non-food products shall be made in Kauai County, with the Kauai Made® program being the preferred method to meet this requirement.

Weekly fees are charged as 10% of sales, up to a certain threshold.

Weekly Fees	Tier 1	Tier 2	Tier 3
1 Regular space	\$20	\$25	\$40
2 Regular spaces	\$35	\$45	\$70

Table 1: Summary of upper limit to weekly fees by category as of October 2014. Fees are subject to change.

5. Payment for Booth Rental

- a. Payment by check is preferred. Checks should be made payable to the Kauai County Farm Bureau and mailed to Kauai County Farm Bureau, Box 3895, Lihue, HI 96766. A sales report is to be included with the check.
- b. Cash payment will be accepted on the day of the market, with receipt. A copy of the receipt is given to each vendor.
- c. Each vendor is required to complete a sales report for each market.
- d. KCFB has the right to terminate or cancel a Vendor's Farmers' Market application/agreement if Vendor fails to pay KCFB. Past due accounts may be sent to a collection agency.

VENDOR SET-UP AND MARKET CLOSURE

Failure to comply with all set up and booth management requirements may result in a suspension of Vendor's privilege to sell at the Market.

1. Start Time

All vendors shall respect market start times and not sell prior to opening in order to maintain a positive market environment and prevent any unfair advantage.

2. Set Up

Refer to the Addendum for each market for market set up procedures and timing.

3. Safety

- a. It is extremely important to observe safety at all times: when entering the market grounds, setting up, parking vehicles, or exiting the market. Please ask for assistance as needed.
- b. Where applicable, all vendors must secure their tents first with proper weights to prevent movement of the tent. All weights must be secured to the tent and vendors shall avoid creating trip hazards.

4. Market Close and Departure

- a. It is important to maintain a sales presence for the full duration of a market. Should you sell out prior to market closing time, leave all branding in place for the duration of the market.
- b. Early departure is not permitted except by prior approval from the market manager.
- c. A Vendor also may not stay longer than one hour following the close of a Market

BOOTH SETUP AND MANAGEMENT

1. Equipment

Vendors are responsible to present an attractive and safe booth environment for customers, providing their own product display and equipment needed to sell that day. Each venue has its own equipment requirements, refer to addenda for details.

2. Scales

Purchases based on produce weight must be weighed on a certified scale. Vendors using scales must have them calibrated and registered with the State Department of Agriculture. Appropriate documentation should be with the Vendor on site at the Market and available upon request by KCFB.

3. Signage

All Vendors within a booth space must have signage identifying their farm or business prominently displayed and including contact phone numbers. Signs for products and prices should be legible and clearly displayed. All signage other than the name of business and pricing information must be approved by KCFB. All produce not personally grown by the farmer must be identified as such and credit the farm of origin. For value added and food products, Kauai grown ingredients must be prominently identified to the customer. All prepared food products shall indicate the farm based products utilized and credit the farmer.

4. **Removal of Trash**

Vendors are responsible for maintaining cleanliness in their booth and immediate surrounding area. Vendor shall provide a small trash can for refuse when samples are provided. Each Vendor is responsible for their own trash and must take their trash home with them instead of filling the Market trash cans and dumpsters, according to the Market's agreement with the landlords.

BOOTH PRICING AND CASH HANDLING

1. **Pricing**

- a. Pricing of goods sold at the Market is solely the responsibility of the individual Vendor.
- b. Goods offered for sale shall be clearly labeled with their price or prices shall be otherwise clearly posted.

2. **Cash Transactions**

Vendors with more than 10 cash transactions per day are required by the Department of Taxation to have a documented record system and must offer a receipt or other record of the transaction. From time to time, the Hawaii State Department of Taxation may approach Vendors at the Market for verification of receipts for cash transactions or the Vendor's documented record system.

3. **Vendor Payment of Taxes**

All Vendors shall report all income received to the appropriate taxation authorities and pay all applicable taxes, including but not limited to general excise, state and federal income taxes, municipal taxes, etc. Vendor further represents and warrants it shall indemnify and hold harmless KCFB for any failure to pay any applicable taxes. Vendors must be in compliance with all Hawaii State, County, and Federal tax laws. Any tax violations may lead to cancellation of Vendor participation at the Market. Upon remedy of the violation, the Vendor may be considered for return to the Market upon availability of booth space.

ADDITIONAL REQUIREMENTS FOR PREPARED AND PROCESSED FOOD VENDORS

In addition to the general requirements for all Vendors, Vendors cooking and serving food, including farmers who are sampling their products to customers, must adhere to all State of Hawaii Department of Health (DOH) regulations found in Hawaii Administrative Rules, Chapter 11-50. Foods shall be prepared in a certified commercial kitchen. Food Vendors must also have the following:

1. **Temporary Food Establishment Permit**

Temporary Food Establishment Permit obtained from the Sanitation Branch of the DOH. Permits are issued for 120 day increments. Vendors are responsible for maintaining a current permit for each Market of participation. A copy of the current permit must be submitted to KCFB each time a new permit is issued. Vendors shall be prohibited from participating if the sanitation permit is not issued or current. Department of Health requires that you have a copy of your permit or waiver with you at the Market, and display it for the public. There will be periodic checks both internally and by the DOH Sanitation branch.

2. **Hand Washing Stations**

Food Vendors are required to have their own hand washing stations within their booth pursuant to Department of Health (DOH), Hawaii Administrative Rules, Chapter 11-50. It could be as simple as a cooler with a hands free spigot, receptacle for catching water, paper towels and antibacterial soap.

3. **Grills and Cooking Equipment**

Food Vendors may use propane fired grills and cooking equipment and follow standard safety practices as required by the Kauai Fire Department. Charcoal grills are not allowed.

4. **Fire Extinguishers**

Whenever deep-fry cooking and/or grease laden vapors are produced, the Vendor shall have a fire extinguisher with a minimum of 40B: C or Class K as required by the Kauai Fire Department.

5. **Removal of Cooking Oil**

Vendors must take discarded oil with them. No oil of any kind can get on the ground, sidewalk, or other areas in the Market locations. All Food Vendors must use a ground covering under any cooking. Any violators shall be responsible for costs incurred for cleaning by KCFB.

6. Centers for Disease Control Recommendations

The Centers for Disease Control and the Food and Drug Administration strongly recommend three barriers when handling ready-to-eat foods: (i) ensuring that no food handlers are ill, (ii) promoting effective hand washing by food handlers, and (iii) avoiding bare hand contact with ready-to-eat foods.

7. Violations to Department of Health Requirements:

Any Department of Health violations may lead to cancellation of Vendor participation at the Markets. Upon remedy of the violation, the Vendor may be considered for return to Market upon availability of space.

FRESH FOOD SAFETY CERTIFICATION

Vendors selling fresh agricultural products should adhere to good agricultural and food safety practices. These practices are intended to protect consumers. It is in the Vendor's best interest, as well as in the interest of the Market, that all Vendors follow accepted food safety standards. In addition, KCFB shall make available training, coaching and when possible, supplies to pass food safety certification.

ATTENDANCE, ABSENCES AND CANCELLATIONS

1. Attendance

- a. Consistency and customer service are essential for the success of the Farmers' Market. A Vendor who participates in the Farmers' Market must make a 6-month commitment and be present at the Market each week of that 6-month period. Vendors must understand that the Farmers' Market exists to support agriculture in Kauai by providing a venue for farmers in Kauai to sell Kauai grown and produced products and to promote KCFB's message to "buy locally grown." If the Vendor is unable to make this weekly commitment, it is required that a well-trained Manager be available to talk to customers about the Vendor's farm, ranch and products. The Vendor of record must be present a minimum of once a month.
- b. With prior approval from KCFB, a Vendor may modify the monthly schedule. For example, once a month, every other week, the first and third week of each month, etc.. It is required that the Vendor be present at the Farmers' Market on their scheduled day.
- c. An excused absence does not apply to these attendance requirements.

2. Absences

- a. Absences due to illness, injury, death, personal family matters that affect one’s ability to supply produce or product and staffing for the booth, equipment failure, lack of produce or product due to weather or other natural or manmade calamity need to be reported to the Market Manager with at least 24-hour notice to be considered an excused absence with no penalty. All other excused absences shall be granted on the discretion of KCFB.
- b. An unexcused absence occurs when a Vendor does not show up for the Market on the scheduled day and provides no prior notification to the Market Manager. This “no show” is very disruptive to Market operations and has a negative impact on good customer relations. The penalty for an unexcused absence shall be the forfeiture of the fee for that day.
- c. Should a Vendor have two (2) unexcused absences, the Vendor shall be advised that upon the third unexcused absence, the Vendor shall forfeit the booth and must reapply to KCFB and be evaluated for return to the Market. The unexcused absences are a matter of permanent Vendor record.
- d. In the event of an excused or unexcused absence, KCFB may fill the vacant booth with a temporary Vendor from the current pool of eligible Vendors.
- e. Excused absences of extended periods severely compromise the Farmers’ Market’s ability to provide a year around showcase for locally grown and locally manufactured products. KCFB also recognizes that all current and former Vendors are important to the continued success of the Farmers’ Market. Therefore, the following policy shall be in effect for prolonged absences:

Duration of Excused Absence	Return Rights to Current Booth	Return Rights to Farmers’ Market	Market Manager Action
1 week	Yes	Yes	May fill booth with a temporary Vendor from the existing pool of Vendors or a Vendor on a trial basis.
2 consecutive weeks	Yes	Yes	
3 consecutive weeks	Yes	Yes	
4 consecutive weeks	Yes	Yes	
5 consecutive weeks	No	Yes	May fill booth with a permanent Vendor from (1) the existing pool of Vendors, (2) the current temporary Vendor, or (3) a new Vendor. The Vendor with the excused absence may return to the Farmers’ Market if booth space is available. If no booth space is available, the Vendor shall be placed on file.

3. Cancellations

- a. **Rainy Weather Cancellation**
Vendors are expected to participate in the Markets regardless of the potential for rain. Weather forecasting is not always accurate. Therefore, KCFB shall assess the weather conditions on that day and cancel the Market if it is deemed hazardous to the Vendors and customers, damaging to merchandise and equipment or impacting business in a negative manner. KCFB shall determine whether Vendors will receive credit for a cancelled Market day.
- b. **Emergency Cancellation**
If a circumstance arises where the Market needs to be cancelled, the Market Manager shall notify Vendors as soon as possible via text message, phone call or email notification. In the event of a Civil Defense, State or Federal alert for tsunami, hurricane, terrorist attack, war, or a major life-threatening or property damaging disaster, the Farmers’ Markets shall be cancelled by KCFB.

MARKETPLACE ENVIRONMENT

1. Creating a Professional, Friendly Market Experience

- a. KCFB reserves the right to govern the Market in a manner consistent with good business practices and believe Vendors must present themselves in a professional manner at all times. This includes:
 - i. All sellers must be properly dressed in clean clothes
 - ii. All sellers must wear appropriate footwear at all times
 - iii. All sellers must exercise appropriate hygiene when handling food products
- b. All Vendors shall respect and treat each other kindly. No foul or threatening language allowed. Offensive remarks shall not be tolerated.
- c. All Vendors shall refrain from soliciting other Vendors in the Market area during Market hours.
- d. All Vendors shall represent themselves in a professional manner when interacting with customers and other vendors. Vendors shall not discriminate in any manner against customers or other Vendors.
- e. All Vendors shall maintain a clean, attractive display in their booths.
- f. All Vendors shall respect the right of Market customers to come to a clean and family-friendly atmosphere where they feel safe and welcome – shouting or hawking is not permitted.
- g. Smoking by Vendors is not permitted in the Market area.
- h. Animals (e.g. dogs) are not allowed in the Market sales area except for service animals such as seeing-eye dogs.
- i. Children of Vendors under the age of 10 must be under control of their parent or guardian at all times.
- j. No soliciting in the Market area. Market vendors are only permitted to sell from their designated booth.
- k. Any vendors must be approved, no outside sales of any kind.
- l. Vendors, the market manager, representatives of KCFB, and representatives of the venue shall adhere to the highest ethical standards in their dealings with each other.

2. Community Booths

Agriculture-related informational booths that adhere to policies and objectives of KCFB shall be allowed to participate in the Markets upon space availability and approval of KCFB. Farmers' Market landlords may also request community or informational booths. Otherwise, other business, community and non-profit groups will not be accommodated.

KCFB FARMERS' MARKET COMMUNICATIONS

1. Vendor and Customer Service Issues

A harmonious environment is essential to supporting sales and a fun atmosphere for consumers. Any issues or complaints which take place at the market – either between customer and vendor, or among vendors – shall be reported to the Market manager immediately. Vendors shall not take matters into their own hands.

2. Suggestion Box

A suggestion box will be provided at the market for customer and vendor suggestions. Complaints must be directed to the attention of KCFB and brought to the attention of the Market Manager. Complaints will be reviewed by the KCC market committee, and where applicable the venue. Complaint resolution of matters of the nature is the responsibility of KCFB. Compliments about the Farmers' Market or its management are also appreciated and may be submitted in writing to KCFB.

3. Accidents/Altercations/Other Incidents

The Market Manager on duty should be contacted immediately when an incident involving either customers or Vendors occurs, no matter how minor the incident may appear. The Market Manager shall (1) assess the situation, (2) call emergency services, if necessary, and (3) submit a written incident report to KCFB.

KCFB FARMERS' MARKET MANAGER

1. **Market Manager Role**

- a. The Market Manager reports to KCFB and is tasked with coordinating the activities and ensuring the smooth operation of the Markets. This includes oversight of the Market set-up and breakdown, clean-up, stall assignments, taking attendance, and collecting fees.
- b. The Market Manager is also a conduit of information between the Vendors, customers, the venue, and KCFB. Any concerns, suggestions, or proposals may be submitted verbally or in writing to the Market Manager who shall forward them to the Market Committee of KCFB for consideration.
- c. The Market Manager also has the responsibility to implement and ensure compliance with the policies, rules, and regulations established by KCFB at all Market sites.
- d. Concerns about the Market Manager or their decisions should be brought to the attention of KCFB.

2. **Oversight of Vendor Compliance to Market Policies and Rules**

Non-compliance with market policies or rules shall be addressed through the process described below.

- a. **First offense:** The Vendor or their representative at the market shall be notified verbally by the Market Manager of the violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or, when applicable, by the next scheduled Market. If the Vendor refuses to correct the violation at the time of contact or by the next scheduled Market, they will be required to leave the Market immediately.
- b. **Second offense:** The Vendor shall be notified verbally by the Market Manager of the violation. In addition, the Vendor of record shall receive a written version of the warning, which shall include a description of the violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or, when applicable, by the next scheduled Market. If the Vendor refuses to correct the violation at the time of contact or by the next scheduled Market, they will be required to leave the Market.
- c. **Third offense:** The Vendor shall be notified verbally and in writing by the Market Manager of the violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or, when applicable, by the next scheduled Market. If the Vendor refuses to correct the violation or if this is a repeat violation, they will be required to leave the Market immediately. In addition, the Market Committee of KCFB shall review the Vendor's continued participation in the Farmers' Markets and determine the corrective action. This could be suspension up to 12 months or termination from the Market, or suspension or termination from all Farmers' Markets.

3. **Appeals of Decisions of the Market Manager**

Any decision of the Market Manager may be appealed to the Market Committee of KCFB through the submission of a written request for a review of the decision. The implementation of the decision in question may be stayed by KCFB while the matter is under review.

KCFB reserves the right to terminate KCFB membership and Vendor participation in the Farmers' Markets immediately if the offense warrants such action. These include but are not limited to acts of violence. A decision to suspend or terminate a Vendor shall require a majority vote of the Market Committee of KCFB. No portion of any membership fees or weekly fees shall be refunded to any Vendor if suspended or terminated.

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