



# MARKET RULES AND REGULATIONS

[visit.starkville.org/market](http://visit.starkville.org/market)

## I. STATEMENT OF PURPOSE:

The Starkville Community Market is a community-based organization intended to support local farmers, cooks, and artisans, to promote the sale of fresh, home-grown and prepared foods, along with handmade arts and crafts, while encouraging environmental, sustainable and nutritional awareness.

## II. ELIGIBILITY REQUIREMENTS:

Products in the Starkville Community Market are reviewed and placed into one of four (4) categories. These categories organize the produce and other edible products based upon the consumers' level of risk in contracting a food-borne illness from eating food purchased at the Market.

**A. Category 1:** This category contains foods that historically have not been identified as sources of food-borne illness. Producers of Category 1 must submit applications to the Market in order that the Market Manager can seek verification as to the status (if any) of grower in the area. Some items in this category include but are not limited to: raw vegetables and fruits, edible plants, eggs, honey, shelled peas and beans (cut, washed and unwashed), nuts, garlic, spices, grains, herbs, bedding or ornamental plants. In order to be eligible:

1. 100% of all products sold must be grown or produced by the vendor.
2. Produce must be grown or produced at a location(s) listed on the application.
3. Vendor must have a sign posted at the vendor booth with the name and contact information of the farm and/or production facility where they were grown.
4. All vendors' farms and/or production facility will provide manager with crop projection worksheet, and will be visited for inspection prior to participation in the Market and a follow up visit mid season. Random farm/production facility visits may be conducted at the discretion of the Market Manager.
5. Vendors may petition for exception.
6. All Vendors must apply for admission to the market the Monday prior to the Market in which they wish to sell, as to allow for certification time.

**B. Category 2:** Items in this category have been identified as the source of a few outbreaks of food-borne illness. They utilize two primary packaging formats: plastic bags or glass/plastic bottles and jars. Items in this category include but are not limited to: herbal vinegars, fruit syrups, jellies, jams, herbal and vegetable spreads, chocolates, and baked goods not subject to spoilage such as pastries, cookies, cakes, vegetarian focaccias, pies, stuffed breads that do not contain meat and/or seafood, fresh pasta, fresh juice and cider. In order to be eligible the items should:

1. 100% of all products must be produced/made locally by the vendor.
2. Have images of all product submitted to the Market Manager and/or Market Board for jury and approval in the exact form that they will be offered for sale. Items must be packaged and properly labeled. Changes may be submitted to the Market Manager should they arise.
3. Submit proof to Market Manager of product labeling consistent with the regulations of Cottage Foods Bill 2553.
4. Follow all regulations related to the Cottage Foods Bill 2553.

**C. Category 3:** This category contains products that have been the source of most food-borne illness. Due to the serious even life threatening nature of food-borne illnesses, clean process, transportation, and storage environments are required. Farmers/vendors who sell Category 3 items should receive a permit from the MS Department of Health before selling these goods. Items in this category include, but are not limited to: baked goods subject to spoilage (cream-filled pastries, custards, cheesecakes, and baked goods that must be refrigerated), raw and frozen meats (beef, lamb, mutton, pork, goat), raw and frozen small poultry, raw and frozen game bird and rabbit, raw and frozen fin fish and seafood (crustaceans, fish, turtle, alligator), live seafood (shellfish, crustaceans, oysters), fluid milk and fresh dairy products, cheese, eggs, cured sausage and meat. Fresh or frozen meats, fish or seafood will be permitted at the discretion of the Market Manager based on licensing and permits. In order to be eligible the items should:

1. 100% of all products must be produced/made locally by the vendor.
2. Have images of all product submitted to the Market Manager and/or Market Board and approved in the exact form that they will be offered for sale. Items must be packaged and properly labeled. Changes may be submitted to the Market Manager should they arise.

**D. Category 4:** This category is defined as original fine arts and craftwork produced by the vendor. Sellable items are not restricted to but may include all traditional fine arts and crafts such as: drawing, painting, photography, printmaking, collage, sculpture, and crafts in ceramic, glass, metal, wood and fiber. In order to be eligible:

1. Products must be of high quality, handcrafted, and not imported.
2. Digital images of works must be submitted for jury by the Market Manager and/or Market Board.
3. Items must be produced by the vendor.
4. In order to maintain a balance of craft items to food vendors, craft vendor selections will be restricted to those items which are crafted from a natural product. However, for First Saturday events (the first Saturday market of each month) the selection of craft vendors will be broadened to include other craft items such as photography and crafts which do not contain a natural and/or agricultural product.
5. Market Manager must be contacted and the new product must be approved before it is eligible for sale.

**The Market is pledged to achieve a balance of products. The ideal balance for produce and food is 60% Category 1, 20% Category 2 and Category 3 combined, and 20% Category 4.**

Food Vendors or Service Providers other than SCM Market Vendors may be present at the market upon request of the Market Manager and the Starkville Main Street Association.

A vendors' farms and/or production facilities will be visited for inspection prior to entering the Market and all new Category 4 vendors' work must be juried for acceptance to the Market.

### **III. GENERAL RULES:**

**A. Definition of Vendor and Farm/Production Facility:** 100% of all products sold must be grown or produced by the vendor. "Vendor" shall be defined as the producer of goods sold and shall include the spouse, siblings, children, parents, heirs and employees of the applicant who assist in the cultivation of the same property in the application under the "name of the farm/production facility." The farm/production facility must be within 150 miles as the crow flies of the Market, if the farm/production facility is outside of that area, the vendor may petition the Market Board to be allowed to sell.

**B. Application and Verification of Vendor /Facilities:** All persons intending to sell in the Starkville Community Market must, prior to participation in the Market, file an application with the Market Manager which verifies that they are the actual grower or producer of 100% of the specific items which they intend to sell in the market. All vendors shall allow Market representatives to inspect their production facilities at any time, with or without notice, so as to maintain the market integrity. Vendors must renew their application annually and are responsible for compliance with the market rules and regulations outlined in this document.

**C. Items Permitted and Not Permitted for Sale:** Items allowed for sale shall include raw vegetables and fruits, edible plants, eggs, honey, shelled peas and beans, bagged vegetables, nuts, garlic, spices, grains, herbs, bedding plants, herbal vinegars, chocolates, fruit syrups, jellies, jams, herbal and vegetable spreads, fresh juice and cider, and baked goods not subject to spoilage such as pastries, cookies, cakes, vegetarian focaccias and pies, stuffed breads that do not contain meat and/or seafood, and fresh pasta. Arts and Crafts will be permitted and are subject to approval by the Market Board. Vendors are only permitted to sell the items that the board has approved for them for sale.

Products specifically not permitted are: prepared frozen entrees and appetizers, fresh or frozen soups, fresh or frozen meat pies, canned or frozen meat stews. Fresh or frozen meats, fish or seafood will be permitted at the discretion of the Market Manager with required permits and licensing.

**D. Health Regulations:** All vendors participating in the Starkville Community Market must comply with the Mississippi Department of Health food handling procedures (from the field to the table), non-compliance with this specific regulation will result in revocation of application and the violator will not be invited to participate in the Market in the future; no exceptions.

If a vendor has any questions regarding food safety regulations, they should contact the local health inspector.

**E. Rent:** All approved applicants who sell goods in the market are required to pay rent for the space which they use. The amount for rent shall be determined by the Starkville Community Market Board.

**F. Hold Harmless Clause and Insurance:** The Starkville Community Market will not be liable for any damage, loss or theft of any possessions left at the market. All farmers/ vendors are responsible for their

own tent and/or booth and should arrange it so that it does not impede thoroughfare. Farmers/vendors are responsible for obtaining their own insurance in case of accident.

All authorized vendors participating in the Starkville Community Market shall be individually and severally responsible to Starkville Community Market for any loss, personal injury, deaths, and/or any other damage that may occur as a result of any act or omission of the applicant/vendor/participant/ or their heirs, its servants, agents, and employees, and all applicants/vendors/participants hereby agree to indemnify, save and hold harmless Starkville Community Market, its servants, it's employees, agents, associates, heirs, Starkville Community Market Board Members and the City of Starkville, it's employees, agents, and associates from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by participants/ applicants/vendors or their servants, employees, agents, associates, or heirs.

Further, Starkville Community Market shall provide no individual insurance to participants/ applicants/vendors, their servants' employees, agents, associates, or heirs in the Starkville Community Market. All vendors are participating at their own risk.

**G. Market Location:** The Starkville Community Market will operate each Saturday RAIN or SHINE from 7:30 a.m. until 10:30 a.m. at Fire Station Park, located at Russell Street and Lampkin Street next to Fire Station No. 1. A mid-week market will be open on Tuesdays from 4:00-6:00 for Category 1, 2, and 3 vendors only. Mid week market vendors MUST be an approved Saturday vendor in order to participate.

**H. Space Assignment:** Each vendor space is approximately 10' x 10'. The Market Manager will determine vendor space assignment at the start of the Market Season. Vendors will either be assigned a specific reserved space or a general space. Priority is given to full season produce vendors and those vendors who have participated in the Market in previous years in the order in which their application is received by the Market Manager. Reserved spaces will be kept by the vendor for the length of the Market season. If one of the reserved spaces is not filled after 30 minutes of required Set-up time and/or the Market Manager is not notified as to the whereabouts of the vendor, the space will then be filled at the Market Manager's discretion. All other spaces shall be filled on a first come first serve basis starting from the center of the Market.

**I. Time for Set-up and Clean up:** Vendors with reserved spaces may arrive any time before 6:30 a.m. If a reserved space is not filled by 7:00 a.m. it will be available for general set-up at the Market Manager's discretion unless the Market Manager has been contacted. Please have vehicles removed from site and trailers in place before general set-up time. General set-up begins NO EARLIER than 7:00 a.m. unless prior arrangements have been made with the Market Manager. Vendors are required to be in their space no later than 7:30 a.m. and ready for selling at the time of the opening bell at 7:30 a.m.

**No selling, pre-bagging, boxing or collecting of products shall begin before opening bell, to do so will result in revocation of reservation(s) and future participation. We ask that all vendors begin their selling at the same time to help sustain the flow of shoppers and give all vendors an equal opportunity.**

Vendors must keep their booth open, and not pack up, until the closing bell at 10:30 a.m. After the closing bell, selling may continue at the vendors' discretion. No vehicles are allowed to leave the market until closing bell; no exceptions.

- Pre-bagging/selling policy may not apply to those vendors who have been approved by the Market Advisory Board to list the SCM as a CSA pickup location. This request must be made to the Market Advisory Board ahead of time and pickup must not begin earlier than the Market opens for business, as to maintain a healthy flow of traffic for all vendors and to not disrupt set up.

**J. Clean up:** All vendors shall clean up their areas at the end of each Market. Vendors shall be responsible for the cleanliness of their selling areas. All vendors agree to bring a broom and trash can and keep the Market area free of any debris generated by the Market activity. Vendors shall not use public trash receptacles for disposal of produce boxes and unsold produce, violation of this provision may result in fines from the Market; in the event that the city has to clean the area due to failure by the market or the vendor to do so, the City shall seek reimbursement from the Market and the market will seek reimbursement from the vendor and/or no further invitation for participation.

**K. Pricing and Sales Taxes:** The Market Manager/Market is not responsible for pricing items. Farmers are exempt from collecting sales taxes on produce and vegetables sold in their original state. As long as the Market maintains status as a Mississippi Certified Farmer's Market, value-added producers (for example, bakers) are not required to collect sales taxes. However, arts, crafts, and ornamental plants (i.e. flowers) which bear no fruit or commercial value are subject to sales tax. Sales tax in Mississippi is 7%. Please contact the Market Manager if you have any questions regarding who needs to collect taxes. **Vendors will be provided with a form to report gross earnings and sales tax. Each vendor must turn this form in with payment to the Market Manager at the close of business EACH WEEK at the close of the market.**

**L. Supplemental Nutrition Assistance Program and Farmers' Market Nutrition Program:** The Starkville Community Market supports farmers participating in the SNAP and FMNP each year as permitted by the USDA and MDAC. Only farmers that have registered with MS Department of Agriculture and Commerce are permitted to accept vouchers or EBT cards. You will not be reimbursed for goods given in exchange for vouchers if you are not already signed up to accept them. Currently, farmers who wish to accept EBT payment must apply for an EBT machine individually. The Market Manager can assist you in filling out paperwork to apply or you can contact Purvie Green directly at 601-359-1168 for eligibility requirements.

**M. Booth Organization:** Vendors need to supply their own tables, chairs, signage, tents, displays, and racks to hang materials. Electricity will not be provided. Vendors can display items on tables facing the public or on a back bar or (if needed), but edibles cannot be displayed on the ground. Please note that trucks and vehicles are not allowed on the Market site during Market hours. Canopies, tents, and umbrellas are allowed and encouraged, provided that said canopies, tents, and umbrellas are a reasonable size and dimension (10' x10' maximum) and do not encroach upon the neighboring reserved space. Make sure that tents, canopies, umbrellas and goods are properly stabilized and secure.

**N. Miscellaneous:** No tobacco, firearms, alcoholic beverages, or drugs. Pets on leashes are welcomed but are required to remain in the care of the owner at all times and cannot be left unattended. For safety reasons, the sidewalks are to be kept clear of all merchandise/products at all times. Each vendor agrees to adhere to any and all Municipal Ordinances.

#### **IV. COMPLAINTS, VIOLATIONS, GRIEVANCES, AND PENALITIES:**

**A. Complaints:** A complaint is a formal accusation made by any visitor or general attendee of the SCM against an approved SCM Vendor. Any complaint against any vendor regarding the origination of their produce or goods, or any other matter, must be directed to the attention of the Market Manager in writing. Complaint resolution of matters of this nature is the responsibility of the Market Manager and the Starkville Community Market Board. Together they shall determine what type of investigation, if any, shall be conducted in response to written complaints; whether or not the written complaints shall be provided to the vendor against whom the complaint is directed; what type of response (written and oral) a vendor against whom a complaint is made shall be entitled to make; and, the time frame in which such a response shall be made.

**B. Violations:** A violation is a formal notice of non-compliance, issued by the Market Manager, against an approved SCM Vendor. When the Market Manager determines, in his/her sole discretion, that a vendor has violated any provision that undermines the smooth operations of the Market, a vendor may receive a penalty. Some examples of violations are as follows:

1. Arriving late: defined as after the opening bell rings. Vendors must be at their table/stall prepared to sell, so as to prevent disruptive carrying of products across the Market.
2. Not showing up: defined as not notifying the Market Manager (at least 24 hours prior to the Market) that vendors are not coming to Market. The Market allows for "acts of God" (flat tire, equipment failure, weather, etc.). In those cases, the Market Manager and any SCM Board Member can be contacted via cellular telephone; the number will be provided once the application is accepted.
3. Selling before the opening bell: included in this category are bagging, boxing or collecting of products before the bell is rung. This will help maintain the flow of shoppers and provide all vendors with equal sales opportunities.
4. Pre-selling products: defined as obtaining orders prior to the market for distribution on site and during Starkville Community Market hours. This causes confusion to customers (in the event products sell out but the pre-sold products are still being held for customers to pick up) and inhibits the sustainability of goods for shoppers during Market hours.
5. Leaving early: defined as leaving the Market lot before the closing bell. This will be disruptive to the Market environment and give the impression the Market as a whole is closing, thus hindering other vendor sales prospects.
6. Failing to pay rent: rent is to be collected by the Market Manager before close of business each week and is due on a weekly or seasonal basis.
7. Selling a product that is not permitted: this includes selling of items that lacks a local ingredient, any products not listed on the vendor application, or selling any product which has not had prior approval by the Market Manager.

All violations will be addressed by the Market Manager. In some cases, the Market Advisory Board President or Board representative will act in place or representation of the Market Manager. In the event that a violation occurs, the vendor is subject to the penalties outlined in this document.

**C. Grievance.** A grievance is a formal accusation of wrong doing filed by an approved SCM Vendor against another approved SCM Vendor. When possible, vendors are encouraged to settle disputes on a one-to-one basis during non-market hours of operation. The Market Manager may facilitate a discussion if needed. If disputes cannot be settled between vendors on their own and outside of market hours, vendors shall follow the SCM Grievance Procedure as outlined in this document. The SCM Grievance procedure includes:

1. The grievance should be documented in writing and submitted, along with the appropriate filing fee, to the Market Manager within 7 days of the incident(s) in question (see SCM Grievance Form).
2. Within 7 days of receiving the grievance documentation and filing fee, all interested parties shall be notified in writing of receipt of the grievance.
3. Within 21 days of formal notification, the SCM Policy Committee shall conduct any necessary investigation and shall render a decision on the merits of the grievance and any remedies to all interested parties.
4. Should the grievance be affirmed, the filing fee shall be remitted to the applicant. However, should the grievance be denied, the filing fee shall remain with the SCM.
5. Appeal of the SCM Policy Committee's decision by interested parties may be made to the entire SCM Advisory Board. To appeal a decision, the interested party shall make a request in writing to appear before the board at the next scheduled meeting. Decisions of the entire SCM Advisory Board are final.

During the grievance process, the violator must adhere to the original penalty with no right to restitution for any losses.

In any case where a conflict remains unresolved, the Market Manager may prohibit some or all of the involved parties from participating at the market until such time as the Market Manager determines such participation will not be detrimental to the market.

**D. Violation and Grievance Penalty.** Failure by a vendor to comply with the market rules or comply with the resolution of a grievance can result in the temporary removal of the vendor from market participation. The procedure regarding violations of the market rules or a grievance is as follows:

1. First violation: Vendor receives written notification of violation and must cease action cited in violation.
2. Second violation: If vendor is found committing the same violation or any other violation, then vendor will lose the right to sell the following 2 weeks. Any prepayment for market days missed will NOT be refunded.
3. Third violation: If vendor is found committing the same violation or any other violation, then vendor loses the right to sell for the rest of the market season. Any prepayment for market days missed will NOT be refunded.

**V. RENT SCHEDULE:**

All approved applicants who sell goods in the market are required to pay rent for the space which they use. The amount for rent shall be determined by the Starkville Community Market Board and is subject to change; should the occasion arise that the rent will change/increase; the Market Manager will notify the applicant of said changes in writing at the address provided by the applicant/vendor.

The Market needs a stable group of vendors to sell at each and every Market. As a result, we have devised a variable rental rate. The Market's variable rent rate is meant to reward vendors who make a greater time commitment to the Market's shoppers. Rent is due from each approved vendor on either a weekly or seasonal basis and is made payable to the Starkville Community Market before the vendor can set up. If a vendor would like to rent two booth spaces, the first booth will be full price and each additional booth discounted at half price. This option must be discussed with the Market Manager ahead of time, and is up to the Market Manager's sole discretion based on the needs of the vendor and the market as a whole. Fee Schedule is as follows:

*Pricing is based on Market season of May through August. Fees will be reassessed and collected for Fall Market no later than August 1.*

**Saturday Market**

\$10/weekly	\$150/seasonally May to August (17 weeks)
Additional Booth \$5/weekly	\$ 75/seasonally May to August (17 weeks)

**Tuesday Mid Week Market**

\$10/weekly	\$5/weekly for SCM Saturday vendors
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\*\* No seasonal discount for Mid Week Markets and no cost for additional booths. All vendors will be charged a flat rate for all Mid Week Markets.

All reservations are on a first come first serve basis and the Market Manager reserves the right to refuse reservation(s) to any applicant/vendor/participant, for non-compliance of Market rules and regulations or any associated requirements thereof, and further reserves the right to cancel reservation(s) of any applicant/vendor/participant for non-compliance of Market rules and regulations or any associated requirements thereof. The Market Manager shall deposit all payments into the Starkville Community Market account. The Market Manager's records of rent due and rent paid shall be open for inspection at all times.

**VI. MODIFICATIONS:**

The Starkville Community Market reserves the right to revise the Starkville Community Market rules and regulations at any time as they deem appropriate and will notify the vendor/applicant in writing.