



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. ITEMS PERMITTED FOR SALE: All items will be sold at the discretion of market management & market board. Items permitted for sale at the market include all varieties of locally grown (or raised or caught) produce, plants, flowers, trees or seedlings, including but not limited to: raw vegetables, fruits, edible plants, eggs, honey, cheese, shelled peas and beans (must be brought to the market cool and kept cool), nuts, herbs, spices, bedding plants, condiments, preserves, jellies, jams, pastries, baked items, spreads, dried/fresh flower arrangements, poultry, fowl, sausages, milk, seafood, meat, and cut firewood. Prepared items permitted for sale include flavored vinegars, condiments, preserves, jellies, jams, pastries, baked items, sausages, cheese, and spreads.

ALL FOOD ITEMS MUST BE MADE FROM FRESH INGREDIENTS (no mixes), and those incorporating local ingredients will be given priority. ***Upon approval, produce vendors will be inspected by their corresponding MSU Extension county agents before being able to sell.*** The vendor inspection form is available on our website.

SCM IS PRIMARILY A PRODUCE AND FOOD MARKET, but a limited number of booths for artists and craftsmen will be approved. Vendors or members of the vendors' households must produce all the craft items sold at the market. Absolutely no resales are permitted. Arts & Crafts vendors will be accepted at the discretion of the advisory board and market manager. Items with direct relation to home & garden, food preparation & consumption, or connection to the Starkville & Oktibbeha County area will be given priority. For approval to sell at the Starkville Community Market use the SCM vendor application, but please attach as many pictures as necessary to illustrate your product.

SCM prioritizes locally grown, and produced foods, and those who grow and sell 100% of their products will be given priority in vendor selection. Vendors may supplement their own crops with up to but absolutely no more than 20% of produce or items sourced from other regional producers (Mississippi farms/producers of surrounding states ONLY). Vendors may NOT under any circumstance supplement with commercial wholesale or imported produce or items. These items must be clearly labeled with origin, granted permission in advance by market director and advisory board, and must **not compete** with items

grown locally by other vendors. Vendors must obtain permission from the SCM advisory board and market manager if they wish to supplement well in advance to avoid any misunderstanding.

The City of Starkville and its entities will be granted vendor opportunities for informational purposes with advanced notice to the market manager and advisory board. Non-profit fundraising sales may be permitted by the market director with the approval of the market board at his/her discretion.

III. MARKET SCHEDULE & FEES

Market operates from mid-April through the end of July. The market will be **CLOSED** during the month of August, and the Market Manager & board have the right to extend the market season into the Fall after the August closure at their discretion. ***The opening date for 2021 is Saturday, April 17th.***

MARKET HOURS: Saturdays 8:00 a.m. - 11:00 a.m.

FEES: Produce and plant vendor fees are waived for the 2021 season. New produce vendors are encouraged to email pwatson@starkville.org for mileage grant opportunities. Those who wish to sell under cottage food laws, crafts, restaurants, artisans, or other goods will be required to pay \$10 per Saturday. Attendance will be kept each season, and invoices will be sent and must be paid digitally and online by the next season in order for vendors to participate. According to state law, only produce, plant vendors, and those operating under cottage food laws are tax exempt.

IV. SET-UP, CLEAN UP, BOOTH ASSIGNMENTS & VENDOR CONDUCT

Space Assignments

First priority for booth space will be given to those who plan to sell each Saturday for the entire market season. If a vendor fails to notify the market manager of an absence more than once, market management reserves the right to remove them from their previously reserved market space and assign their space to another vendor. Vendors must let the market manager know what your market schedule will be for the season upon application approval. If you know you will not be able to make a Saturday please let the market manager know by 5:00 p.m. on the **Wednesday** before the **Saturday** market. Spaces will be held each Saturday until 7:45 a.m. and may be given to another vendor.

Set-Up & Clean Up

Vendors must be prepared to sell by the opening of the market at 8:00 a.m. and may sell no earlier than the opening bell. Set up may begin no later than 7:30 a.m. The Market does not provide any tables or cover for vendors. Vendors are responsible for providing their own merchandise display. Tents and cords must be secured for the duration of each market. Vendors will be responsible for all clean-up of the area they are assigned. The area should be clean and free of all debris, including leftover product and trash.

V. SALES TAX, PERMITS, & GOVERNMENT REGULATIONS

Vendors are responsible for collecting and reporting sales tax, when applicable. Vendors will be responsible for submitting their sales taxes. According to Mississippi Certified Market regulations, vendors selling homegrown Mississippi produce (grown by the vendor) or Mississippi home processed foods (made by the vendor) are tax exempt.

Processed food vendors that are an extension of an established retail outlet are **not** exempt from remitting sales tax. (Example: restaurants, grocers, etc.). Vendors selling agricultural food products that were not produced in Mississippi, landscape plants, home processed food products not made in

Mississippi, and/or arts and crafts must remit sales tax to the Mississippi Department of Revenue. These regulations can be viewed on our website.

All vendors are responsible for being aware of and abiding by any and all Federal, State and Local laws regulating the sale of his or her product to the general public. It is the responsibility of each vendor to investigate all governmental regulations applicable to his or her individual product lines and sales endeavors, and to abide by all such regulations. Furthermore, it is the responsibility of each vendor to follow safe food handling procedures in order to assure the public's health, safety and welfare.

The use of the term "ORGANIC" is not permitted unless the producer can show that they have a certificate from the State of Mississippi that their produce is, in fact, organic. Vendors may use "pesticide free" and/or other terms, but State and Federal law controls the use of the word "ORGANIC."

Vendors are responsible for permits, licensing, and certification for food and product sales, as required by law. Permits are not the responsibility of the market. Vendors are required to adhere to permit requirements on behalf of the Mississippi Department of Agriculture and Commerce.

VI. VIOLATIONS

Any complaint against any vendors-- whether by a guest of the market or by another vendor--- will be addressed by the market management and board. Decisions made by market management are final. If the Market Manager determines that a vendor is in violation of any provision that may interfere with the smooth operation of the market, penalties may be applied. Possible violations include the following:

- No Shows (Emergencies are the only exception)
- Arriving Late
- Selling Before the Opening Bell
- Leaving Early
- Failure to Clean Up
- Selling Items Not Within the Market Guidelines
- Failure to Remit Fees/Taxes
- Smoking or Using Tobacco

Penalties may range from being asked to leave for the day to being permanently expelled from the market. Vendors shall conduct themselves in a courteous manner. Loud profanity, threats, violence, fighting or any other disturbance of the market's peace will not be permitted. The City of Starkville has adopted a smoking ban ordinance to protect the health and welfare of its citizens; smoking or using tobacco products in Fire Station Park is not permitted.

Disclaimer: The Starkville Community Market management and board of directors reserves the right to modify these rules and regulations at any time. The market reserves the right to refuse the application of any vendor at any time and for any reason.

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, the 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.

STARKVILLE COMMUNITY MARKET VENDOR APPLICATION FORM

NAME: _____

FARM OR BUSINESS NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CELL PHONE: _____ EMAIL: _____

CITY: _____ COUNTY: _____

STATE: _____ ZIP: _____

DESCRIPTION OF VENDOR PRODUCTS REQUESTED TO SELL: _____

I AGREE to abide by the above rules and regulations of the Starkville Community Market. I certify I am complying with all local, state, and federal regulations to participate in the Starkville Community Market. I agree to hereby and forever discharge the Starkville Community Market, the City of Starkville, and owner of the Market site from all manner of action suits, damages, claims, and demands whatsoever in law or equity from any damage to the undersigned's property while in possession, supervision, or auspices of the Starkville Community Market or its agents and representatives.

PRINTED NAME: _____

SIGNATURE: _____

Return completed forms (PAGE 4) to the Greater Starkville Development Partnership at 200 East Main Street or email to pwatson@starkville.org