



2011 Scappoose Farmers' Market General Vendor Information

Effective May 21 thru October 1, 2011

Objective:

The objective of the Scappoose Community Club Farmers' Market (aka the Scappoose Farmers' Market or the Market) are:

- (a) To give the community access to a wide variety of fresh, locally grown, in-season farm/produce/products directly from the producer;
- (b) Provide a centralized place for local growers/producers/artisan crafters to market directly to the buying public;
- (c) Provide an informal, social gathering place, in an open-air setting, for the residents of the Scappoose area/South Columbia County area, and other visitors from outside the area to enjoy the bounty and harvest that Scappoose offers;
- (d) Enhance the downtown Scappoose historical and business area.

A. To apply:

1. Read vendor information.
2. Complete Vendor Application and Agreement.
3. Attach copies of all applicable licenses required for your business (see application).
4. Attach fees for Reserved Space Vendor (Full Season or partial season) application.
5. Make check payable to: **Scappoose Community Club**
6. Apply electronically via ManageMyMarket.com, or
7. Mail paper application and fees no later than May 15, 2011 to:

Scappoose Farmers' Market
33470 Chinook Plaza 182
Scappoose, OR 97056

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- B. Contact person:** Direct all questions, or inquiries to Bill Blank, Market Manager (503) 543.3469, or email: scappoosefm@gmail.com.
- C. Full Season Reserve Vendors:** Vendors applying for a reserve space for the current season must complete and return a Vendor Application and Agreement by mail, or electronically, by the assigned date. Spaces will be assigned and vendors will be notified their space locations based on availability. Such space assignments do not guarantee that vendors will occupy the same space during the entire term selected. If all Vendor Applications for reserved spaces cannot be accommodated, applicant names will be placed on a waiting list, and notification will be made as spaces become available. Vendor shall receive a copy of these rules when registering, or at their first request. Reserve vendors pay for their space in advance of their requested dates. If a full season vendor is unable to attend and notifies the Market Manager with advance notification, no later than Thursday, prior to the Saturday date of the Market, the Market Manager, may at his/her discretion adjust the full season agreement for that date on a pro-rated basis, but for no more than two occasions during the season.
- D. Weekly Vendors:** Weekly vendors must call or contact the Market Manager, **Bill Blank** 503.543.3469 by Thursday of the week prior to the Market date, if possible, to ensure space on Saturday. Vendors showing up on the morning of the Market on Saturday must do so no later than 8:30 a.m., and availability of space is subject to the discretion of the Market Manager. Specify the size of the space needed. New vendors must complete a Vendor Application and Agreement prior to selling at the Market, and must abide by these rules. Weekly Vendors pay weekly on the day of the Market as collected by the Market Manager. Sharing space with another vendor must be approved by the Market Manager.
- E. No re-selling of produce and/or products:** All market vendors must comply with the rules of the market which state that they must grow, produce, make, or otherwise be the originator of the products that sell at market. They cannot re-sell other vendors' or growers' products, even if the product is labeled as such, due to Oregon Department of Agriculture regulations that such commerce may be considered or constitute "retail" sales, and the market space vendor is liable for such purchases.
- F. Booths/Tables/Canopies:** Booths and/or tables must be provided by the Vendor, and must be erected with concern for safety of the public and other market vendors. All canopies must be weighted down on all four corners at all times. Vendors with un-

weighted or improperly weighted canopies will be asked to take them down, or correctly weight their canopy as required. Vendors must have all vehicles, tables, products, boxes, signs, or any part of their booth inside their allowed space, as deemed permissible by the Market, and as marked. Space dimensions may varied; contact the manufacturing a food or changing the physical characteristics of a food, and the packaging, canning, or otherwise enclosing such food in a container. *It does not mean the sorting, cleaning, or water rinsing of vegetables. Drying includes the drying of herbs. Cutting does not include the harvesting of leafy greens for sale as produce.* Products such as baked items that are required to be wrapped, must be labeled with ingredients contained within.

- G. Bedding and landscape plants and flowers:** must be propagated by Vendor from seed, cuttings, bulbs, or plant divisions, and grown by the Vendor.
- H. Food Items and Prepared Foods:** must be produced by the Vendor from raw ingredients. The Club or Market may, at its discretion, limit the number of food vendors.
- I. Dairy products, meat, fish, and eggs:** *See Supplement Information pages.*
- J. Product Samples:** Any product sampling for customers must be done in compliance with the guidelines specified by the ODA Food Safety Division (See ODA “Farmers’ Market Operation Guidelines, Minimum Requirements for Food Safety” booklet for more details).
 - a. Hand washing:** Each vendor that prepares samples at the sales location must have portable hand wash facilities at the sample preparation site (See Market website for more details). Minimum requirements would include a container of water, which contains an adequate supply of water, which flows freely from a tap or spigot. The spigot must be the type which will stay in an open position without being held so that both hands can be washed at once. The facilities must also include a catch bucket for the water, soap, and single service towels.
 - b. Equipment and Utensils:** Equipment and utensils must be easily cleanable and in good condition. Materials must be impervious and free of cracks and crevices. Smooth hardwood is acceptable for cutting boards. When not in use, utensils must be stored, covered, or in a sanitizing solution. Tableware used by customers for sampling product must be single service use. Pocket knives are not acceptable.
 - c. Wiping Cloths:** Cloths used for wiping food contact surface must be stored in a sanitizing solution consisting of an approved sanitizer at an acceptable concentration. Household bleach must be used at a concentration of one tablespoon per gallon (100 parts per million (ppm)). Sanitizer concentration should be checked throughout the day with a paper test strip.

- d. **Sample Protection:** Unwrapped samples must be covered to protect them from insects, dust, etc., when they are not being actively sampled by customers. Samples of potentially hazardous foods that are prepared in advance must be kept refrigerated (45°) while in storage. Potential hazardous food samples must be discarded after two hours out of refrigeration.
- K. **Food Protection:** All potentially hazardous foods must be stored, displayed, and offered for sale packaged and refrigerated at or below 45°F. ***With exception of sampling,*** handling (cutting, dispensing, etc) of potentially hazardous foods will not be allowed. This **does not** apply to vendors who are licensed as a temporary restaurant by the County Health Department. **Potentially hazardous foods** means any food that consists of whole, or in part, milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms, but does not include food which has a pH level of 4.6 or below, or a water activity (Aw) value of 0.85 or less. Non-potentially hazardous foods other than fresh produce must be sold packaged, or from covered bulk containers. Fresh fruits and vegetables may be displayed in open air. **All food items must be stored 8 inches off the ground.**
- L. **Not attending?** As previously mentioned, Reserve vendors who will not be attending the Market on any Saturday, must notify the Market Manager by Thursday immediately prior to that Saturday so that we have an opportunity to fill your space and avoid “holes” in the market. Refunds will be issued on a per case basis. The judgment of the Market Manager is final. No refunds will be issued if the Vendor fails to attend the Market without notifying the Market Manager regarding the above stipulations. Failure to notify the Market Manager of non-attendance two or more times during the season will be taken in consideration in assigning spaces the following year. In the event, *full season vendor* cannot attend, they will be entitled to pro-rated refund for that day missed, but not beyond a total of two missed Saturdays during the season, *if the Market Manager has been notified in advance by Wednesday prior to that Saturday.* Subleasing spaces by Vendors is not permitted.
- M. **Trash:** Vendors are responsible for keeping their space(s) attractive during the Market and must clean up their spaces after Market and haul their garbage and unsold product home. Market trashcans are strictly for use by Market staff for disposing of trash left by our customers, and our customers. Vendors must take their trash with them at the end of the Market. Vendors will provide a trashcan for any refuse from the distribution of samples.
- N. **Vehicles Loading/Unloading/Movement:**

- 1) You may not drive in or out of the Market after 8:45 a.m., or before 2:15 p.m. for reasons of public safety. Market Management will direct traffic and place traffic cones for control of traffic pattern during the loading/unloading hours.
 - 2) For safety reasons, Vendors will not be allowed to drive their vehicles into the Market after or before the fore-mentioned hours as designated. During the hours of operation all vehicles are not allowed inside the Market, and must not be operating. Any vendor arriving after the morning unloading hours shall carry their booth canopy, tables, chairs, and product into the market. ALL VENDORS MUST BE READY FOR OPERATION BY 9 a.m.
 - 3) Vendors will not disassemble booths or drive out of the Market before closing time unless a **special exception or condition exists**, and the Market Manager has approved and granted special permission to leave early.
- O. Check In Required:** Upon arrival at the Market, check in with the Market Manager, pay all space fees owed if requested, set up your space, and remove your vehicle unless you are in a designated vehicle space. Check in is to be completed by 8:45 a.m.
- P. Start of Sales:** You are requested to notify your early customers that you are not to sell anything before 9 a.m.
- Q. Required Licenses/Permits:** A copy of all relevant licenses/permits must be on file with the Market Manager before you may sell in the Market. This includes ODA permits for any scales used and required at the market. Other examples are: Certification for organically grown produce if advertising as such, nursery licenses for bedding plants, and nursery stock, and licensed kitchens for processed foods. Vendors are responsible for complying with State and local health and licensing requirements governing the sale and production of their products. Failure at any time to conform to such Market regulations and requirements can be grounds for removal from the Market and forfeiture of space fees. For more information, see the Supplement Information following these rules. *No licenses are required for fresh fruit and vegetables.*
- R. Signage:** Each vendor must post a sign identifying him/herself, or the name of the farm/business represented. Signage regarding the word “organic” must comply with State and federal statutes regarding its use. Basically, **if you are not certified organic** by an independent certifier such as Oregon Tilth, you may not use the word “organic” in the marketing of your product, or in any of your signs. Vendors are requested to post clearly visible signs, at least 4”x6”.
- S. No Smoking:** There is a “no smoking” policy on Market grounds. Vendors will be designed a smoking area.
- T. Political, religious activities, or non-profit organizations:** The Market is not a forum for political or religious activities. Permits will not be issued to persons or organizations

wishing to campaign or proselytize. No solicitation is allowed. The Market or Club must approve non-profit organizations request space at the Market.

- U. Parking:** Parking nearest the Market is reserved for the customers. Some on-site parking may be available, but Vendors are asked to parking at the far end of 2nd Street beyond the Library, or across Columbia Avenue, near Lorelei Village in the lot used for Park 'N' Ride, or the Market Manager for recommendations. Please do not park directly in front of the Market entrance in front of the commercial businesses along 2nd Street.
- V. Music/Sound Systems:** It is requested that Vendors do not play music/sounds systems during the Market. We will have live music at the Market time to time.
- W. Pet:** We are a pet friendly market, but only customer's leashed pets are allowed. Pet are not allowed around food preparation areas. Animals must be kept a minimum of 20 feet from any food handling area, display, or storage.
- X. Grey Water:** Wastewater generated by hand washing and equipment washing must be disposed of in an approved manner.
- Y. Right to Refuse:** The Market reserves the right to do business with any Vendor and to prohibit any product for sale. The Market further reserves the right to issue space on a weekly basis in lieu of accepting an application for the reservation of space on a half, or full season basis, and to cancel any reservation. Reservation of space establishes no right to, or guarantee of space rental in subsequent years.
- Z. Product Challenge:** It is the intent of the Market to offer customers fresh, high quality farm/producer direct products. Any vendor, Market Manager, or Market Board member may challenge products offered for sale. Challenges may be made for products no adhering to the Market standards of high quality, or misrepresentation. Any challenge must be signed by the person bringing the challenge and supported by verbal, or physical evidence of the offense. Challenge may be made only on the day violation is observed; challenges alleging wrong doing on past or future occasions will not be accepted. The Market Manager will act immediately upon the deliverance of the permit, upon delivery of said challenge. A vendor receiving a challenging must, prior to the next Market day, admit or deny the challenge in writing, and may also present a statement and evidence.; Failure to admit or challenge may result in a determination that the challenge is invalid and dismiss the challenge. Board members, the Market Manager, or their agents, will investigate the challenge and have the discretion to visit the vendor location/farm subject to challenge. If found valid, the Market Manager and two board members will prior to the Market day following the challenge, issue a written determination of the challenge and impose sanctions upon finding the violation has occurred. A finding that a violation has occurred could result in the following sanctions: a) First offense – one-week suspension, or written warning; b) Second offense – forfeiture of space(s) for remainder of season. In order to participate in the

following year's market, suspended vendor must make a re-application to the Market's Board prior to the following season. Customer complaints will be forwarded to vendors and kept on file each season. Complaints may result in disciplinary action including removal from the Market.

In conclusion:

Currently, during 2011, several changes are being made in Oregon law allowing farmers' market vendors to be exempt from some rules and regulations. For more detailed information affecting vendors during the span of the upcoming season, contact the Market Manager.

While these rules and regulations are intended to protect the Market, its' vendors, and customers, it is also realized that the Vendors understand the need to follow up such rules and regulations to ensure a successful Market experience.

Vendors are expected to conduct themselves courteously. It is the Market's intent to win friends and benefit vendors, consumers, and the community.

Please join us in doing whatever you can in making this Market a fulfilled, lively, and successful event for all. Suggestions are always welcome.

