

GREटना FARMER'S MARKET (GFM)
RULES AND REGULATIONS

IF YOUR APPLICATION IS APPROVED BY THE COMMITTEE, YOU MUST READ,
SIGN & RETURN A SIGNED COPY IN PERSON OR VIA EMAIL TO
gretnamarketplace@gmail.com

I. ELIGIBILITY REQUIREMENTS:

All individuals who produce food and agricultural products with the intent to sell at the Gretna Farmer's Market (**GFM**) are eligible.

II. GENERAL RULES:

A. *Definition of Farm Vendor and Farm/Production Facility:* All products sold must be grown or produced by the vendor. NO EXCEPTIONS!

"Vendor" shall be defined as the producer of goods sold and shall include the spouse, siblings, children, parents and employees of the applicant who assist in the cultivation of the same property listed in the application under the "name of the farm/production facility." Produce grown or produced at a location not listed on the application is not eligible to be sold. **The resale of items purchased by the vendor shall not be permitted.** Farmers may sell limited amounts of products from neighboring farms on a temporary basis at the discretion of the Market Coordinator. All farm vendors shall allow market representatives to inspect their production facilities at any time, with or without notice, so as to maintain the integrity of a producers' market.

B. *Permitted Items for sale in Farmer's Market:* include raw vegetables and fruits; edible plants; eggs; honey; shelled peas and beans; cut, washed and unwashed, bagged vegetables; nuts; garlic; spices; grains; herbs; bedding plants; native wines, herbal vinegars, pastries, cookies, cakes, cheesecakes, chocolates, fruit syrups, jellies, jams, herbal and vegetable spreads, vegetarian focaccias and sandwiches, pies, stuffed breads, fresh pasta, fresh juice and cider; 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; canned and pickled products; cured sausage and meat are eligible.

C. Vendors are only permitted to sell the items that the Gretna Marketplace Committee has approved them for sale.

D. *Health regulations:* All vendors participating in the GFM must comply with its Wholesome Food Handling Procedures for Open-Air Farmers' Market. Please

reference the Open Air Farmers' Market Food Handling Procedures for the State of Louisiana at <http://asapconnections.org/downloads/food-handling-guidelines.pdf>

E. Rent: All approved applicants who sell goods in the market are required to pay rent for the space that they use. This rent shall be paid to the Gretna Farmer's Market. Rent due from each approved vendor is tallied weekly by the Market Coordinator and invoices will be emailed to each vendor the week of the Market. Farmers' Market rent is \$25 weekly, payable online by 5:00 p.m. on the Thursday before the Market. Emergency cancellations must be called in no later than noon on the THURSDAY before market and vendors must also send an email to the Market Coordinator.

F. Hold Harmless Clause: All authorized vendors participating in the GFM shall be individually and severally responsible to the Gretna Farmer's Market for any loss, personal injury, deaths, and / or any other damage that may occur as a result of the vendors' negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the Gretna Farmer's Market harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Gretna Farmer's Market by reason of the vendors' negligence or that of its servants, agents and employees.

G. **Insurance: Vendors are responsible and required for providing their own liability insurance. A certificate of insurance must be delivered or emailed stating that the vendor has \$1,000,000.00 of liability coverage and name both the City of Gretna and Gretna Economic Development Association as additional insureds.

H. Market Location: The GFM is held weekly on Saturdays, rain or shine, at the Gretna Market Place, between 3rd and 4th Streets on Huey P. Long Avenue, Gretna, Louisiana.

I. Space Assignment: The Market Coordinator assigns spaces on or before market day. Vendors do not own a space number, and space assignments may change weekly depending upon the number of vendors. Vendors can display produce on tables facing the public or on back bar (if needed), but not on the ground. Vendors are required to provide professional signage indicating business name, products and prices, and spaces are to be attractive and well displayed. SIGNS CANNOT BE PLACED IN THE AISLE, OR OUTSIDE OF THE DESIGNATED SPACE ASSIGNMENT AS THAT IS A TRIPPING HAZARD! Canopies and umbrellas are not allowed under the pavilion. **All vendors must furnish their own tables & chairs. If there is no space under the covered pavilion, you will be required to bring your own tent for set-up outside of the covered area.**

J. ** Set-up and Clean up: The set up of the Market may begin at 7:30 A.M. All vendors must be set up and ready to sell by 8:15 A.M. Opening bell rings at 8:30 A.M. & selling shall cease after the closing bell at 12:30 P.M. Picking up ahead of time and closing down is not allowed as it compromises the appearance of the Market. All vendors shall clean up their areas at the end of each market. All vendors shall load up their vehicles and shall be clear of the parking lot within 30 minutes of the closing bell. Vendors shall be responsible for the cleanliness of their selling areas. All vendors agree to bring a broom and trashcan, and vendors shall not use public trash receptacles for disposal of produce boxes or leftover products.

K. Miscellaneous: No drugs, weapons or firearms. The GFM reserves the right to sell all beverages at market. Vendors are allowed to park in adjacent, angled spaces by the Market to set-up, but MUST move vehicles to nearby parking when completed. These spaces next to the pavilion are reserved for Market patrons, and ensure that it is convenient for customers to shop and buy from you. At the end of the Market, vendors may move their cars into these nearby angled spaces to load their vehicles. Exceptions are farmers and such producers, as they work out of their vehicles.

III. VIOLATIONS:

A. 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 Coordinator in writing. Complaint resolution of matters of this nature is the responsibility of the Market Coordinator and Committee. Together they shall determine, in their sole discretion, what type of investigation, if any, shall be conducted; 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.

EXAMPLES OF MARKET VIOLATIONS INCLUDE:

- Arriving late: After the opening bell rings, vendors must be at their table prepared to sell. (Vendors must be in their position no later than 8:15am)
- **Not showing up: defined as not notifying the Market Coordinator (at least 48 hours prior to Market) that vendors are not coming to Market. The Market allows for acts of God (flat tire, equipment failure, weather, etc.). **In those cases, please contact the market office at 504-361-1822 to leave a message in addition to sending an email to gretnamarketplace@gmail.com**
- Leaving early before the closing bell or packing up noticeably causing the area to look sparse. Sometimes a vendor sells out, but must stay until closing. **NO LEAVING EARLY OR BREAKING DOWN!**
- Failing to pay for table rent. Vendors cannot return to the Market until payment is made. Rent is paid on a weekly basis on an online invoice system maintained by the Market Coordinator.

- Selling items that were not approved by the committee is a violation.
- Directly violating/undermining the market coordinator's authority.

B. When the Market Coordinator determines, in his/her sole discretion, that a vendor has violated any provision, or performed an action that undermines the smooth operations of the Market; a vendor may receive immediate dismissal and/or the following penalties:

- First violation: vendor receives written notification via email or otherwise.
- Second violation: vendor can stay for that Market day but will lose the right to sell the following week.
- **Third violation: vendor can stay for that Market day, but at this point it will be a termination of your space and contract.**
- **Protocol concerning vendors who do not communicate about their presence or absences repeatedly is that vendor will be required to resubmit an application online for committee consideration. You must stay in touch weekly!**

C. The Gretna Farmer's Market Committee reserves the right to cancel the approval of any vendor's application at any time if and when the Committee finds said vendor in violation of any of the aforementioned guidelines and eligibility requirements; or, if the Market Coordinator or Gretna Farmers' Market Committee feels the vendor's presence undermines the smooth operation of the market.

IV. RENT SCHEDULE:

- \$25 / week for GFM
- The Market needs a stable group of farmers and producers to sell each and every week. Please work with the Market Coordinator to determine a schedule that works for you, but doesn't put the market in a bind if you continually fail to show up. Being approved to participate in a Farmers' Market requires strong commitment in order for your business to grow and for the Market to fill the needs of a Community.
- Cancellation Policy: Vendors must notify Market Coordinator at least 2 days before market (by Thursday) for substitute vendor to be found; otherwise, the rent will be owed for the missed market. **Vendors will be charged the fee for the missed market day if they do not call (must leave message and send an email) and do not show up for market.**

Sales Tax Remittance

Since the City of Gretna is an incorporated City of Jefferson Parish and Gretna Farmer's Market is the location where the sales are taking place, the vendors are only required to apply for a sales tax account. In order to remit the sales tax due, all taxpayers must apply for a sales/use tax account. The only thing required to apply for a sales tax account is completion of the general application form (attached).

**I have read and understand the rules and regulations of the Gretna Farmers' Market: IF APPROVED BY THE GRETNA MARKETPLACE COMMITTEE:
Please complete form, scan & email to gretnamarketplace@gmail.com**

Print Full Name & Business Name

Your Signature

Date

