



RULES AND REGULATIONS

Revised February 3, 2022, updated sections are highlighted.

Welcome to the Bellevue Farmers Market! The Market is a non-profit organization dedicated to bringing fresh, quality produce grown by Washington small farmers into the city of Bellevue. The two primary goals of the Market are to provide a means for Washington's farming families to directly sell their products and to provide farm-fresh goods to the residents of the Bellevue area. We are committed to providing a desirable and successful marketplace where farmers and consumers can interact in an enjoyable and beneficial environment. The following Rules and Regulations are designed to ensure that the Market is a safe, friendly place where Bellevue residents can buy exceptional produce and build relationships with farmers, bridging the gap between urban and rural.

As a seller at the Bellevue Farmers Market, we welcome your participation and wish you an abundant season!

Mailing & Site Address:

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Market Engagement Manager:

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2022 Thursday Market Dates

The Thursday market will open Thursday, May 12th and run for (22) Thursdays through October 6th, 2021. These dates are set forth in the following table. **THURSDAYS 3:00 p.m. – 7:00 p.m.**

May	12	19	26		
June	2	9	16	23	30
July	7	14	21	28	
August	4	11	18	25	
September	1	8	15	22	29
October	6				

2022 Saturday Market Dates

The Third Saturday Markets will be on Saturday, October 15, November 19, and December 17. These dates are set forth in the following table. **THIRD SATURDAYS 10:00 a.m. – 2:00 p.m.**

October	15				
November	19				
December	17				

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I. Who Can Sell: Vendors and Products Allowed

Only Washington State farmers and food producers, as listed in detail below, may sell at Bellevue Farmers Market. The principal vendor may send family members, partners or employees to the Market in their place, provided they are listed on the Application as being authorized to do so. The vendor is responsible for informing their on-site representatives of all Market rules and policies. **All on-site representatives will be asked to sign an agreement that states that they understand and agree to comply with Market rules and policies.** The Market Manager(s) and the Market Board reserves the right to prohibit the sale of any product and/or deny anyone the privilege of selling at any Bellevue Farmers Market at any time.

- a. **Farm Fresh Products.** These include fresh fruits and vegetables, berries, herbs, nuts, dairy products, honey, eggs, poultry, meats, fish and shellfish, mushrooms, fresh flowers, plants and nursery stock. All fresh farm products must be grown or produced in Washington State or in counties bordering Washington State. Each vendor is required to list **ALL** crops and products that their farm/business produces on their application. **Vendors may only sell the items that are listed on their applications.** The vendor must be the actual owner or operator of the farming operation and may not be operating it under a franchise or similar agreement. The vendor must propagate all plants and flowers from seed, cuttings, bulbs or plant division. ANY PRODUCER WHO SELLS PRODUCE THAT IS NOT HIS OR HER OWN PRODUCTION, WHILE CLAIMING THAT IT IS, WILL BE EXPELLED FROM THE MARKET.
- b. **Value Added Farm Foods.** These include jams, preserves, jellies, cheese, syrups, cider, salsas, smoked meats or fish, sausage, dried fruit, flours and salad dressings. ALL VALUE ADDED FARM FOODS MUST BE MADE FROM PRODUCTS/INGREDIENTS, A MAJORITY OF WHICH ARE GROWN AND PRODUCED BY THE VENDOR AND MUST BE PRODUCED FROM RAW INGREDIENTS. Vendors must have personally cooked, canned, preserved, baked or otherwise treated the product they sell OR oversee the production of their product in a permitted, commercial facility. Exceptions, if any, will be judged on a case-by-case basis. All processed foods must have the required permits and licenses and be covered by liability insurance. The vendor must be the actual owner or operator of the farming operation and may not be operating it under a franchise or similar agreement.

- c. **Fish Vendors.** As with farmers, fish vendors must own and operate their own fishing vessel and sell only what they have fished. No brokering/wholesale from a second party. Fish vendors may be asked to provide Landing or “Fish Tickets” and documentation of cold storage and processing.
- d. **Processed Foods.** These include juices, preserved foods, jams, baked goods, pasta, salad dressings, granola, and related take home foods, not prepared at the Market. The vendor must be the actual owner or operator of the business and may not be operating it under a franchise or similar agreement. Vendors may only sell the items that are listed on their applications. If a vendor wants to add an item to their list mid-season, they must first get the approval of the Market Manager. All packaged foods must meet Washington State labeling requirements. Labels on processed foods must meet state requirements and include 1) the name of the product, 2) company name, 3) address, 4) net weight on bottom one-third of label, and 4) ingredients listed in decreasing order of predominance.
 - i. **Co-packing and co-branding.** Items that are co-packed and/or co-branded must be identified to undergo further inspection and jury process by the market staff and board, and may or may not be allowed on a case by case basis.
- e. **Prepared Foods.** These include all freshly made foods available for sale and immediate consumption on-site. The vendor must be the actual owner and operator of the business and may not be operating it under a franchise or similar agreement. **Vendors may only sell the items that are listed on their applications.** If a vendor wants to add an item to their list mid-season, they must first get the approval of the Market Manager. When selecting prepared food vendors, priority will be given to those vendors who prepare their foods from raw ingredients, preferably those grown and/or produced in Washington State by participating Market farmers. The food vendor must have a fire extinguisher in their stall at all times. Prepared food vendors may request to sell commercially prepared beverages. Each request must be approved by the Market Manager, in the Manager’s sole discretion. The Market Manager may grant such approval in its sole and exclusive discretion.
- f. **Local Sourcing.** Bellevue Farmers Market gives priority to processed/prepared food vendors who purchase at least 15% of their raw ingredients from Washington state small farms. Additionally, distinctive or seasonal ingredients (contributing to the primary flavor or name of the product) should be sourced from farmers market farmers and acknowledged on signage at the market. All locally sourced ingredients should be clearly listed in the vendor’s application to sell, and must be communicated truthfully to BFM and to the public thereafter. Vendors must be able to provide copies of their receipts from their farm purchases upon request. It is acceptable that some of your ingredients are simply not grown/made locally, as long as you are sourcing locally for the ones that are. For e.g., if you are making fruit pies, your sugar will not be locally grown/made, but your seasonal fruits and eggs can be obtained from market farmers; butter and flour can also be available from Washington farms, dairies and producers. Some fruits and vegetables are only available from local farms in the summer, so you may be

sourcing local in the summer and supplementing with non-WA sources in the winter. Or you might buy in bulk in the summer and freeze or preserve items for later use in the off-season.

- g. **Alcoholic Beverages.** All vendors (including their representatives) selling alcoholic beverages at the Market must abide by all applicable WSLCB Laws governing the sampling and sale of alcoholic beverages, including (but not limited to) the obligation to check customers' ID to verify the customers' qualifying age to sample and/or purchase alcohol. In addition, such vendors and their representatives must abide by the following rules:
- i. Vendors must post a clearly visible sign notifying customers that they must be 21 years of age or over to sample or purchase alcoholic beverages.
 - ii. Samples of alcoholic beverages must be two ounces or less, and each vendor may provide a maximum of two ounces to a customer per day.
 - iii. The designated area for tastings must be enclosed with a 42" high barrier.
 - iv. The vendor must have received an endorsement from the LCB authorizing them to sell at a qualified farmers market.
 - v. The vendor may not act as a distributor from the Market location.
 - vi. Neither the vendor nor their representatives may be impaired by alcohol at any time while on the Market premises, as determined by the Market Manager.

II. How Vendor Participation is Determined

BFM grants vendor participation based on the unique demands of our customer base, with the goal of providing a well-balanced mix of high-quality products.

- a. **Vendor participation** is determined by the market manager, whose job is to operate a successful market that offer local farmers a viable place to sell their products. Decisions about who will sell each season, as well as all stall sizes and stall locations within each market, are based on multiple criteria including:
- Previous participation in the Market
 - Available space in the Market
 - Product type, quality and customer demand to ensure a viable and balanced marketplace.
 - Commitment to local sourcing
 - Vendor performance – including level of product quality, good display and signage, compliance with market rules and manager direction (punctuality, adequate notice of cancellation, clean-up, etc.), sales history, and payment history (fees paid on time, with sufficient funds).
 - Commitment to BFM and consistent attendance.
- b. **Prioritizing Start-Ups.** BFM strives to include a healthy mix of experienced vendors while also providing opportunities for new vendors. Processed and prepared food vendors whose

businesses have grown to include multiple sales outlets and bricks & mortar operations are given lower priority than start-up businesses.

- c. **Prioritizing Farms.** Priority for space in the markets is given to farm fresh products and value added farm foods. The goal is to create a market vendor mix with at least 60% farm fresh products and value added farm goods from Washington state. However, we are also committed to supporting and helping incubate small start-up, processed and prepared, food businesses when space is available.
- d. **Consistent attendance** is essential to the success of your business and the market. Vendors who fail to keep their commitments to their participation dates jeopardize the success of the markets as a whole as well as their individual businesses.

III. **Market Participation Fees**

- a. **Application Fee.** The yearly Application Fee of \$40 is paid with submission of the Application and is NON-REFUNDABLE. If a vendor submits multiple Application Forms, an Application Fee is required for each Application Form. Application will not be considered until the fee is received.
- b. **Daily Stall Fees.** Each vendor will pay the following daily stall fees at the end of each market day:

Daily Stall Fee: All vendors that are not selling prepared food

10x10 space: \$40 **OR** 7% of gross sales, whichever is greater

10x20 space: \$55 **OR** 7% of gross sales, whichever is greater

10x30 space: \$65 **OR** 8% of gross sales, whichever is greater

Daily Stall Fee: Prepared Food Vendors

10x10 space: \$50 **OR** 9% of gross sales, whichever is greater

10x20 space: \$65 **OR** 9% of gross sales, whichever is greater

10x30 space: \$80 **OR** 10% of gross sales, whichever is greater

Payments may be made in cash, by check, **by card (requires an additional 3.5% processing fee)** or with Market tokens rounded to the nearest dollar. Any check returned due to insufficient funds will be assessed a \$25 handling fee, and the vendor's right to pay via check may be suspended. Gross sales are calculated as the vendor's gross revenue less any sales tax. **This includes pre-orders, phone orders, invoiced orders and all revenue from WIC and Senior vouchers.** Gross sales do not include the value of any on-site CSA pick-ups; however, additional sales to the CSA customer must be included in the daily revenue total. Vendors may be required to produce load lists at the start of the Market day and to balance total sales against those lists.

- c. **Reporting Sales and Audits.** VENDORS ARE EXPECTED TO ACCURATELY REPORT TO THE MARKET ALL GROSS SALE TOTALS (Currency, Coin, WIC and Senior Vouchers, EBT, Wooden

Tokens, Credit and Debit, Phone, Email and Web Sales) ON THE VENDOR ACCOUNTING SHEET AT THE END OF EACH MARKET DAY. All individual reported sales are kept confidential. The market may use aggregated totals for annual reports. The Market reserves the right to audit Vendors throughout any given Market day. Any Vendor not found to have accurately reported its gross sales shall be subject to penalties, to be determined in the Market Manager's sole but reasonable discretion, which may include fines and/or cancellation of Vendor's participation in the Market.

- d. **Collecting Vendor Stall Fees.** The Market staff will collect payment beginning at 7:00 p.m. for the Thursday Market. Failure to comply with fee payment on Market day will result in a \$15 fine in addition to the regular daily stall fees. Vendors will not be allowed to set up until any past obligations have been brought current. Stall fees are non-refundable.

IV. Licenses, Insurance and Permits

All vendors shall provide with their application current copies of all applicable permits and licenses that are required in connection with the sale of their products. Copies of these should also be carried with you or your staff to each market where you sell. Meat and poultry vendors must provide names of processing facilities used and may be asked to provide documentation of transactions for processing services. Where applicable, these may include, but not be limited to, *King County Public Health Permit, Washington State Nursery License, Washington State Department of Agriculture Food Processors License, Certification for Organically Grown Produce, Grade A Dairy Permits, Egg Handler's Permit, Pesticide Applicators License, Department of Fisheries Wholesale License, Special Forest Products Permit or King County Mobile Risk I Permit. Vendors selling shellfish must have additional licenses from the Washington State Department of Health.*

- a. **Washington State Business License and Tax (UBI) Number.** The Washington State Department of Revenue requires the Market to verify that its vendors are registered to do business in the State of Washington. All vendors, unless exempt by law, must supply the Market with a valid State UBI number and copies with their Application. Applications submitted without a valid UBI number will not be considered.
- b. **Specialty Licenses.** Farmers selling nursery products, alcohol or other taxable items, eggs, or are selling products by weight, are required to have specialty licenses or addenda to their master business licenses.
- c. **City of Bellevue Business License.** To conduct business in Bellevue, businesses must register with the city and obtain a Bellevue business license if you have a physical location in the city, or your annual gross receipts in the city will exceed \$2,000. If you do not have a physical location in the city and your annual gross receipts in Bellevue will be below \$2,000 you do not need to obtain a business license. Bellevue general business licenses are valid for the life of the business. Farmers are exempt.

- d. **Automobile Insurance.** All vendors must provide proof of current automobile insurance for on-site vehicles, and provide the Market with policy numbers, which will be kept on file.
- e. **Liability Insurance.** In addition to vendors' General Liability insurance policy, proof of Product Liability Insurance is required from all vendors who wish to sell consumable products. Vendors' insurance policies should have a \$1 million minimum coverage. Such policy shall name the Bellevue Farmers Market as a certificate holder (additional insured). Vendor will provide the Market with policy numbers and copies, which will be kept on file.
- f. **Processed Foods.** All farmers and vendors who sell processed foods MUST have a current Food Processor License from the Washington State Department of Agriculture. These foods include, but are not limited to, baked goods, dried fruits, vegetables and herbs, teas, ciders, preserves, jams, jellies, salsas, fresh cheeses, canned or dried fish and meats, and condiments. Beekeepers that process their own honey do not need a Food Processor's License, unless the honey is sold wholesale. Vendors who sell processed foods are responsible for understanding and meeting all WSDA and King County Health Dept. requirements for processing and selling food. State requirements pertain to, but are not limited to: cooking, labeling, facility permits, oversight, liability insurance, acidity, and Brix levels. Vendors must provide a copy of the permit issued them from the agency that inspects and licenses them. All dates must be CURRENT on the permits.
- g. **Fish & Shellfish.** Vendors who sell fish or shellfish must have all proper licenses from the King County Health Department and the Washington State Dept. of Fish and Wildlife (such as, Commercial Fishing License, Wholesale Fish Dealer License, Direct Retail Endorsement License, and/or Aquatic Farmer Registration). Vendors selling shellfish must have additional licenses from the Washington State Dept of Health. Sale of any processed seafood products (shucked, smoked, canned, etc.) requires a WSDA Food Processor License.
- h. **Baked Foods.** Vendors that sell more than 25% of their products wholesale must be licensed by the Department of Agriculture as Food Processors. Other King County Health Department requirements apply.
- i. **Organic Certification.** If a product is labeled "Organic," it must be certified as required by Washington State Law. VERBAL OR WRITTEN DECLARATIONS OF ORGANIC STATUS NOT CERTIFIED OR VERIFIED WILL RESULT IN TERMINATION OF VENDOR'S PERMIT TO SELL. When a farmer is selling both organic and non-organic produce at the same stand, the non-organic produce must be clearly separated from the organic produce and clearly labeled as non-organic or conventionally grown. If a product is labeled "Certified Transitional," WSDA documentation must be included with the application. In compliance with the National Organic Program the word "organic" may not be used during the transition process. Certified Transitional implies that prohibited materials have not been applied within one year prior to the harvest of the crop and the grower holds a certificate from the WSDA stating as such. **All**

organic growers must post their organic certification in their booth on Market day in a location that is clearly visible to their customers.

- j. **Unsprayed, Pesticide Free or Low Spray.** Written and verbal declarations regarding pesticide use which cannot be certified, such as “Unsprayed,” “Pesticide free” or “Low Spray,” will need a notarized affidavit attesting how these procedures are followed. This affidavit will be kept with the Market management for the season. Consumer questions regarding farming practices must be answered truthfully and factually.
- k. **King County Health Department.** Representatives from the Health Department conduct periodic health code inspections at all farmers markets in King County. On all other market days, market staff is required by contract to check for compliance on behalf of the Health Department.
 - i. **Temporary Food Establishment Permits** – Vendors required to purchase a Permit from the Health Department each calendar year include those selling fresh or frozen meat, poultry, seafood, eggs and/or dairy products, potentially hazardous processed and/or prepared foods, and anyone wishing to sample non-exempt processed or value-added products. Vendors must provide a copy of their Permit and always have a copy on site.
 - ii. **Sampling** – King County Health Department guidelines must be followed at vendor booths for food demonstration and sampling. All vendors must have either a permit to sample or must apply for a (free) exemption from the Health Dept (as in the case of farmers only sampling raw, non potentially hazardous produce). Vendors **MUST** consult with the Health Department regarding these regulations (including sneeze guards, handwashing stations, etc.). Sampling, if permitted by the market manager, must take place within the boundaries of the vendor’s assigned stall space.
 - iii. **Food Handler’s Permit (Food Worker Card)** –Any person who works with unpackaged food, food equipment or utensils, or with any surface where people put unwrapped food must have a Food Handler’s Permit. This includes farmers who are offering samples of fresh produce to shoppers (which requires a hand wash set up at your booth). You must also carry your card with you at all times you are handling food.
 - iv. King County Health Department requires that all food be kept at least 18” above the ground (including compost).
- l. **Taxes.** Retail Sales Taxes and Business and Occupation Taxes are the responsibility of the individual vendor.
- m. **Bellevue Fire Department.** Requires all canopies have a flame certification label that is easily identifiable. Class “K” type fire extinguishers must be present whenever and wherever heaters, stoves, grills and/or other propane fueled appliances are in use.

V. Market Rules

All rules described are subject to fines and consequences, unless otherwise noted:

1. A first violation will result in a written warning.
 2. A second violation will result in a written warning and a \$25 fine.
 3. A third violation may result in the suspension or termination of the vendor's permit to sell, the suspension or expulsion of the responsible individual (owner or staff), and/or further fines.
- a. **Plastic Bag Ban-** Washington state plastic bag ban became effective on October 1, 2021. All single-use plastic carryout bags are banned. (Note: Any single-use plastic bags purchased before October 1, 2021 can still be distributed.)
- i. Bags allowed for use by customers include those used for bulk items, produce, meat, flowers and plants, unwrapped prepared foods, and bakery goods.
 - ii. Vendors may charge a \$0.08 fee for all recycled content paper or wheat straw paper carryout bags and for all reusable carryout bags made of thick film plastic. Vendors must provide a receipt to customers for the \$0.08 fee or include it as a line item on the receipt. Vendors should report the \$0.08 fees as revenue on their B&O taxes.
 - iii. Vendors may NOT charge the \$0.08 fee when shoppers use SNAP (EBT), SNAP Market Match, WIC FMNP and probably Senior FMNP.
- b. **COVID Precautions.** We work closely with Seattle-King County Public Health to take necessary steps to protect public health. The nature of the pandemic and the way it unfolds in our region means continued vigilance by BFM and our vendors is necessary. Changes to market procedures will occur throughout the season; these modifications will be communicated with as much notice as possible, but may occur as late as market day. Some requirements for the 2022 BFM season may include, but are not limited to:
- i. Masks are required for all market staff, vendors and shoppers.
 - ii. BFM will apply the social distancing recommendations to any lines that form inside or outside of the Market; vendors are responsible for maintaining social distancing at your booth and in any lines that form for your booth.
 - iii. Vendors can choose to allow self-service or not at their booth.
 - iv. Vendors must stay home when they are sick; if a vendor arrives on market day exhibiting symptoms they will not be allowed to sell that day.
- c. **Hours of Operation.** No selling shall begin before the opening time, when the Market Manager indicates that the Market is officially open, with the exception that a vendor may make purchases of products/prepared foods from another vendor before the Market opens if this is agreeable to the other vendor. Selling must end at closing time. Repeated violations of the selling rule will result in loss of vendor's right to sell.
- i. Vendors who sell out early should post a sign to that effect.
 - ii. Vendors shall not leave their vehicles and goods unattended.
 - iii. Vendors must stay until closing and cannot breakdown their booth until closing bell.

- iv. Vendors will be loaded up, sales reported and fees paid, and shall leave the site no later than 1.5 hours after the Market is closed. Any exceptions must be cleared with a market staff.
- d. **Punctuality.** The Market site is open for vendor setup two hours before customer opening. All vehicles must be off the Market site 30 minutes prior to customer opening. Food trucks must be parked on site 15 minutes before customer opening and be prepared to sell by opening bell. All vendors must be fully set up and ready to sell by opening bell. Please review the annual market profile for detailed set up information.
- i. **Early Arrival.** With permission from the market manager, vendors may request an earlier arrival time to set up their booth.
 - ii. **Late Arrival Policy.** Vendors who arrive late and are not ready to sell by opening bell will receive a warning, and subsequent violations will incur a \$25 fine. Repeated violations may result in termination of vendor's permit to sell.
 - iii. **Vendor Cancellation Policy.** Vendors who cannot attend the Market on a regularly scheduled day must contact the Market Manager at least 48 hours prior to Market day. Vendors who cancel less than 48 hours before market day will immediately be charged the minimum stall fee for that market day. Vendors will not be permitted to return to the market until the fine is paid. BFM carefully reviews all applications and strives to maximize every inch of selling space. We receive many applications and we are unable to include all vendors who apply. Vendors who make last-minute cancellations to their participation in a market negatively impact the market and their fellow vendors, who could have taken that space. A vendor's cancellation record will be taken into consideration when their applications are reviewed for additional seasons.
 - iv. **Emergency Cancellations.** Fines will be determined on a case-by-case basis. Please communicate emergency cancellation via phone call to (425)281-1588 ASAP.
 - v. **Full Season Commitments** are essential to the success of your business and the market. Vendors who fail to keep their commitments to their participation dates jeopardize the success of the markets as a whole as well as their individual businesses. A vendor's participation record will be taken into consideration when their applications are reviewed for additional seasons.
 - vi. **No Shows.** Vendors who DO NOT SHOW (a cancellation without any notice) on their committed participation date will immediately receive a fine that is equal to their minimum stall fee for that market day. Vendors will not be permitted to return to the market until the fine is paid. If a vendor is absent and doesn't give appropriate notice of cancellations for two weeks in a row, their stall may be considered forfeited and offered to another vendor on the waiting list.
- e. **Loading / Unloading / Parking.** Market booth spaces have been designed with both onsite and offsite vehicles in mind. If you have any additional vehicles, park them off the Market site by no later than ½ hour before the Market opens. Such additional vehicles must be **PARKED IN THE DESIGNATED VENDOR PARKING AREAS ONLY, NOT IN THE CUSTOMER PARKING**

AREAS. Vendors should make every effort to limit the number of vehicles brought to the market area.

- f. **Booth Set-up.** Vendors are responsible for bringing all necessary equipment to fully set-up their booth in accordance with Market regulations. The market does not provide tables, awnings, tents, tent weights, umbrellas for vendors, but the market may have extra equipment for vendors to rent in case of emergencies. The vendor sales area must not extend beyond the allotted boundaries of the stall space unless pre-approved by the Market Manager. Display and selling techniques must not impair other vendors' ability to sell, nor create a hazardous situation for customers.
 - i. All food must be kept at least 18" above the ground.
 - ii. Canopies and other booth covers must be flame retardant.
 - iii. **Canopy weights are required and must be in place from set-up until closing. The minimum requirement is 25 lbs per leg of canopy.** Vendors without adequate canopy weights will NOT be permitted to set-up. Vendors setting up without adequate canopy weights will be required to take down their canopies and/or displays. Any damage incurred by a vendor due to insufficient weights will be at the expense of that vendor. Canopies or other booth covers are required to have weights on each corner sufficient to keep the covering in place during windy conditions.
 - iv. **Canopy side panels:** To maintain product and business visibility, side panels are not allowed in booths unless permission has been granted by a market staff on a market-day basis.

- g. **Signage.** All vendors are required to display a sign clearly identifying the farm or business by name and location. Signs must be no smaller than 24" wide by 8" high. Signs must be in place by the opening of the Market. All product descriptions must be true, and not misleading. All signs must not obstruct visibility into other vendors' booths. Display and selling techniques must not impair other vendors' ability to sell, nor create a hazardous situation for customers.
 - i. **The Food Safety Modernization Act requires** "exempt" farmers to "prominently and conspicuously" display the "name and complete business address of the farm where the produce was grown" at the point of purchase (meaning your booth). You can have this on your banner, a sign, labels, or any way that your business name and address is clearly available to your customers.
 - ii. **Local Sourcing Signage.** All processed and prepared food vendors must also have local sourcing signage accurately describing which ingredients are sourced from WA State farmers.
 - iii. **Price Signage.** All goods for sale must be CLEARLY MARKED WITH THEIR PRICES. This can be done individually or by listing all prices so they are clearly readable.

- h. **Product Pricing / Quality.** Each vendor is responsible for pricing his or her own goods. Vendors are not allowed to give produce or other items away for free or at below-cost pricing,

thus undercutting potential sales by other vendors. Vendors are expected to sell only quality produce at the Market. Vendors are responsible for the quality and safety of their food. Selling adulterated food at the Market is strictly prohibited.

- i. **Sustainability:** It is our goal to become a zero waste market. We request that all vendors thoughtfully consider the type of packaging they are using and consider using biodegradable or recyclable packaging whenever possible. Non-degradable packaging, containers and utensils are prohibited for prepared food businesses; any exceptions must be pre-approved by the Market Managers.
- j. **Single-Use Plastics** require food service businesses to only give customers disposable serviceware upon request, including plastic utensils, straws, condiment packages, and cup lids for cold beverages.
- k. **Scales.** Vendors selling produce by weight must provide their own NTEP certified (“legal for trade”) scales and by law must register their scales annually as part of their WA State Business License. Scales are subject to inspection by the Dept. of Agriculture Weights and Measures Program. All scale displays must be readable and in easy sight to customers during business transactions. Market staff may randomly check the visibility and accuracy of scales.
- l. **Safety.** Vendor vehicles, tables, canopies, and other equipment must be maintained and used in a safe manner. Legs must be firmly locked into place on tables and canopies. Tables must have smooth edges and remain stable when fully loaded. Tarp poles must not obstruct pedestrian walkways. All displays must be carefully set up and taken down. The market staff and/or its Board Members and representatives are not responsible for loss of property or damage.
- m. **Prepared Food Vendors - Restroom Use.** King County Public Health requires Prepared Food Vendors to use plumbed bathrooms only and to wash hands twice – first in the plumbed restroom facility and again at the hand washing station when returning to their stall. Portable toilet (sanikan) use is off limits for Prepared Food Vendors.
- n. **Booth Clean Up.** Vendors must maintain their individual selling booth in a clean, safe, and sanitary manner, which shall also include protecting the pavement from leakage from any part of the vendor’s vehicle. Vehicles that drip oil must have an OIL DRIP PAN underneath at all times. Each vendor shall completely clean up his or her booth space at the close of the Market. This includes hauling away any trash or garbage that is generated in or around the booth and sweeping up any debris left on the ground. Vendors may not dispose of produce waste, overripe or leftover produce or boxes in any on-site garbage can or dumpster. **MARKET TRASH CANS AND DUMPSTERS ARE NOT AVAILABLE FOR VENDOR USE.** Vendors should bring their own cleaning materials (brooms, dustpans, trash bags, etc.). Those who do not properly clean up at the end of each Market day will be given a written warning for the first offense and a \$25

fine for the second offense. Vendors with a third offense may lose their right to sell at the Market.

- o. **Pets.** We encourage you to not bring pets to the market due to (1) the length of time required on - site, (2) weather, which in summer may be very hot especially on asphalt, and (3) so you may focus on customer interactions. However, we understand this is not always possible, and well-behaved dogs are permitted at the market. Dogs may not be left unattended at your booth.
- p. **Children.** Vendors must closely supervise their children at all times while on Market premises, with special care given during set-up time, which can be potentially dangerous. Small children should not be allowed to wander throughout the Market without a parent or guardian with them. The Market takes no responsibility for the safety of vendors' children.
- q. **Vendor Code of Conduct.** Vendors and their representatives shall conduct themselves in a manner that is courteous to other vendors, Market personnel and the public. Any language or behavior that is threatening, abusive, or harassing shall constitute a violation of Market rules and is grounds for termination of the vendor's right to sell at the Market.
 - i. **No hawking:** calling attention to your products in a loud, repetitive, public manner is prohibited.
 - ii. Vendors should wear appropriate shirts, shoes and other attire at their booths during Market hours.
 - iii. Vendors may not play recorded or live music in their booth space. The Market may provide musical entertainment on occasion.
 - iv. Vendors may not conduct any political activities on the Market premises.
 - v. **No smoking** by vendors or their representatives is permitted in the vendor sales areas.
 - vi. **No drugs:** Neither the vendor nor their representatives may be impaired by alcohol or marijuana or illegal substances any time while on the Market premises, as determined by the Market Manager.
- r. **Vendor Communication Forms.** If vendors have concerns regarding Market policies or operations, they may complete a Vendor Communication Form that is available from a market staff. Each form will be reviewed by a market staff and, if appropriate, by the Market Board, and the vendor will receive a written or verbal response.
- s. **Anti-Harassment and Non-Retaliation.** BFM strives to create a safe and enjoyable environment for our staff, vendors and community members, and prohibits any harassment, behavior that creates a hostile environment, and retaliation for reporting such behavior, based on race, color, national origin, immigration or citizenship status, religion, sex (including but not limited to sexual orientation, gender identity, gender expression, sexual stereotypes, pregnancy, childbirth and breastfeeding), disability, age, genetic information or characteristics, military or veteran status, familial status, or any other basis protected by

applicable law. Additionally, all vendors are encouraged to adopt and enforce anti-harassment and non-retaliation policies and train their staff accordingly, and all BFM staff are required to report incidents of suspected harassment. Any retaliatory action for reporting suspected violations of this policy is strictly prohibited. BFM will promptly investigate all reports. Any harassing, abusive, hostile or threatening behavior toward an BFM staff member or other vendors may result in the suspension of the vendor's permit to sell for that day, and/or permanently.

- t. **Refunds.** Each vendor will provide a full refund, or replacement of equal value, for any product for which the customer has a legitimate complaint. The Market's policy is to satisfy the customer and to provide high quality products. If produce is overripe and should be consumed the same day, the vendor must inform the customer in advance. If a customer wishes to exchange a partial bag of produce, only a partial credit is required. If a customer complaint seems unfounded or excessive, the Market Manager will assist in resolving the issue.
- u. **Customer complaints** regarding individual vendors will be discussed with the vendor, and vendors may be required to respond. Shoppers may also fill out a Customer Concern Form, which will be shared with market staff and possibly the Market Board. If BFM receives numerous complaints about a vendor, the Market Manager has the right to revoke that vendor's permit to sell.
- v. **Farm Visits.** A market staff and/or members of the Market Board, or their representatives, may inspect or visit any farms or businesses represented by vendors. These visits will be conducted with at least a 24-hour notice. Vendors will provide help during a visit to identify the crops listed on the application form, and provide any other requested information.
- w. **Vendor Contributions / Food Bank.** Vendors may be asked to contribute products to the Market's promotional and educational events such as chef's demos, product tastings, and other special events. Hopelink and other possible food banks will solicit food contributions every week. Please consider contributing to these Market events. People in the Bellevue community who are struggling financially will be extremely grateful for the opportunity to receive fresh, quality produce.
- x. **Market Tokens.** The Market will distribute and accept EBT/SNAP tokens, SNAP incentives, debit tokens, kids club tokens; therefore, each Vendor must accept such tokens as payment for the products they sell as authorized. Vendors may use tokens to pay Market fees at the end of each market day. A reference of market currencies will be distributed to you and your staff members.

You and your employees are the public face of the market and your business. Every interaction or conversation you have with the public affects the reputation of all your fellow vendors and all farmers markets – either enhancing, or undermining. Positive attitudes are essential to attracting customers and creating thriving businesses and thriving markets.

VI. Market Staff

The Market Managers are responsible for implementing all Market policies, including overseeing vendor participation and stall assignments, Market set-up, collection of fees, and providing information on and assuring vendor compliance with all Market Rules and Regulations. The Managers will also handle all public concerns and vendor matters. The Managers have complete authority to interpret and implement policy on the Market site, and to make all decisions regarding Market operations – including Market participation and stall assignments. (The decision to allow participation in the Market is not a guarantee of a particular stall location.)

The Managers will make vendor participation decisions based on available space in the Market, the need for specific products to create a varied and successful Market, and the vendor's performance with regard to punctuality, sales, and compliance with Rules and Regulations.

The Managers will strive to maintain a balanced mix of vendors – including experienced vendors and those with less access to existing markets. The goal is to create an economically successful and sustainable Market that will serve Washington State small farmers and Bellevue for years to come.

VII. Vendor Agreement

If provided a Permit to Sell, your participation in Bellevue Farmers Market is voluntary, as is Bellevue Farmers Market's choice to have you participate. At any time either party may terminate this contract. Bellevue Farmers Market reserves the right to modify these Rules and Regulations at its discretion. All vendors will be notified if/when any changes are made.

We encourage you to keep a copy of these Rules and Regulations at your stall for easy reference by staff. The vendor is responsible for informing their on-site representatives of all Market rules and policies. A copy is also kept at the Information Booth throughout the season. Thank you for following our rules. Through working together, we can ensure another wonderful season!

By signing below, you acknowledge that you have read and agree to abide by the terms in Bellevue Farmers Market's Rules and Regulations.

Business Name

Today's date

Name of Employee

Market Manager's signature

Employee's Signature

(vendor's copy)

If you have any questions, please contact us at vivian@bellevuefarmersmarket.org.

Cut at this line

By signing below, you acknowledge that you have read and agree to abide by the terms in Bellevue Farmers Market's Rules and Regulations.

Business Name

Today's date

Name of Employee

Market Manager's signature

Employee's Signature

(Bellevue Farmers Market's copy)