

# Prosser Farmers Market

## 2023 Market Policy and Regulations

*Vendors- Please read through Prosser Farmers Market Policies/Regulations carefully and sign at the bottom of this form.*

**Hours-** The market will be open to the public from 8:00 a.m. to 12:00 p.m. every Saturday beginning the first Saturday in June and continuing through the first Saturday in October.

**Location-** The location of the Prosser Farmers Market (PFM) is 1328 Sommers Ave, Prosser, WA 99350, between the Prosser City Park and the Prosser Public Library.

**Information-** The Prosser Farmers Market is under the direction of Historic Downtown Prosser. The PFM contact information is:

Rita Brown, Market Manager  
 1230 Bennett Ave., Prosser, WA 99350  
 (509) 786-2399  
 manager@prosserfarmersmarket.com

**Deadlines-** All vendor applications are **due by March 31, 2023** for priority consideration. After March 31<sup>st</sup>, applications will be reviewed on a case-by-case basis. Vendors will be notified of their acceptance by April 14th, 2023 via email.

**Vendor Categories-** All vendors must be in compliance with the WSFMA Roots Guidelines, a complete definition can be found at <https://wafarmersmarkets.org/wsfma-rootsmemberguidelines/>. Vendor categories are as follows:

VENDOR	GENERAL DEFINITION
<b>FARMER</b>	Vendors who grow, raise, and harvest 100% of the agricultural products that they sell at farmers markets. All products are grown, raised, harvested in Washington State (or in specified bordering counties). <i>and/or</i> Vendors who sell processed/value-added products made with ingredients that they raised, grew, or caught and processed, including seafood and alcoholic beverages. All products are grown, raised, harvested in Washington State (or in specified bordering counties).
<b>PROCESSOR</b>	Vendors who sell value-added food or other processed agricultural products with ingredients that the vendor did not raise, grow or catch. All products are grown, raised, harvested in Washington State (or in specified bordering counties). <ul style="list-style-type: none"> <li>▪ Alcoholic beverage vendors who do not grow the main ingredients for their beer, wine, cider or mead are Processors.</li> <li>▪ Seafood vendors who add value to a raw product that they did not catch, harvest or farm are Processors.</li> </ul>
<b>PREPARED FOOD</b>	Vendors who sell foods for immediate consumption; also known as ready-to-eat foods.
<b>ARTISAN / CRAFTER</b>	Vendors who sell hand-made items using materials from Washington State.

**THE PROSSER FARMERS MARKET DOES NOT ALLOW RESELLERS.**

<b>RESELLER</b>	Vendors who sell agricultural products that they did not raise or grow. Reselling includes the selling any raw, unprocessed farm products that were purchased, traded, or bartered. All products that are resold must be grown, raised, harvested in Washington State (or in specified bordering counties).
-----------------	---

Repeat above: **The Prosser Farmers Market does not allow Resellers.**

**Inappropriate merchandise-** The Market Manager reserves the right to request any vendor to remove products or merchandise that is deemed unacceptable, inappropriate, and in violation of market rules/mission statement. The vendor may request a meeting with the Market Manager and Market Committee to appeal this decision.

**Products-** All products must be **GROWN, RAISED, OR PRODUCED BY THE VENDOR.** Products allowed to be sold at the market include fruits, vegetables, herbs, flowers, nursery, eggs, meats, and other agricultural/horticultural products, quality handicrafts, processed or valued-added food products, and prepared foods. Reselling is not allowed. The Market Manager reserves the right to determine the best number of vendors per product category to benefit all vendors in line with the mission of the Prosser Farmers Market.

- A. **Produce** - The Prosser Farmers Market is for farm-fresh, locally grown products, intended for direct sales to the end consumer. Produce should be insect-free, fresh, and in compliance with standard food safety practices. Only the highest quality produce will be allowed for sale at the market.
- B. **Processor/Value-Added Products** – Products such as jams, jellies, salsa, BBQ sauce, for example, are allowed. All value-added products must be in compliance with all permits, licenses, and labeling requirements for that product.
- C. **Bedding & Landscape Plants, Flowers, and Herbs** – Horticulture plants requiring a nursery license must be grown by the vendor from seed, cuttings, bulbs, or plant divisions and must be in compliance with all permits and licenses.
- D. **Prepared Foods** – Prepared foods that are ready-to-eat must be produced by the vendor from raw ingredients. Food items must be prepared in an approved, certified facility and in compliance with Benton-Franklin Health District requirements. The Market Manager must be supplied with copies of current licenses, permits, and health cards (Food Workers/Food Handler).
- E. **Handicraft Items** – These must be pre-approved by the Market Manager. Vendors are responsible for the collection and filing of sales tax.

**VENDOR RESPONSIBILITIES**

**Certificate of Liability-** Upon being accepted into the Prosser Farmers Market, vendors will provide a copy of their current Certificate of Liability Insurance naming the Prosser Farmers Market as Certificate Holder at the appropriate location. All Market Days will be at the location of 1328 Sommers Ave., Prosser, WA 99350 with the exception of July 1<sup>st</sup>, 2023 where the location will be 1230 Bennett Ave., Prosser, WA 99350. If you plan to attend this Red White Blue Market on July 1<sup>st</sup>, with the hours of operation of 8 am – 1 pm, a separate Certificate of Liability from your insurance provider may be required.

**Health Code Requirements-** Vendors are required to comply with all state (e.g., WSDA) and local health code requirements (e.g., Benton-Franklin Health Department), including those for sampling and food demonstrations. Vendors must also provide copies to the Prosser Farmers Market of any permits and licenses applicable to the sale of their products e.g., organic certification, nursery licenses, certified commercial kitchen, etc.

**Scale requirements-** Any vendor selling produce or other agricultural products by weight, must have a certified, authorized scale, and a small-scale endorsement on their business license. For more information, please review <https://wafarmersmarkets.org/wp-content/uploads/2021/10/WSDA-FarmersMarketScales-2021.pdf>

**Set-up time-** Set-up time for vendors is 7-8 am. Vendors must arrive no later than 7:30. No cars are allowed in market area after 7:30 am unless it has been permitted by the Market Manger/Market Committee. A late fee of \$20 will be charged after the second late notice. Vendors must be ready to sell at 8 am.

**Take-down time-**Take down time at the end of operating hours (the market ends at 12 pm with the exception of the Red White & Blue Market on July 1<sup>st</sup> which ends at 1 pm). Canopies must remain up until the end of the market. All areas must be cleared out and cleaned by one hour after the market closes.

**Products Sell Out-**Vendors who sell-out before the markets closes should post a sign informing customers that they have sold-out, and must remain at the market until the market is over. This is also for safety reasons.

**Booth Site-** No tables, product, boxes, sign, or any part of the sales booth will be outside of the vendor's space limits. Vendors are required to keep their sales spaces attractive and clear of debris during the market and clean up thoroughly following the market. Refuse and unsold product will be removed from the premises by the vendor.

**Signage-** Vendors will use proper signage with all required information such as name of the farm, business or organization represented, product(s) being sold, price clearly marked, organic status, WIC, SNAP, Senior Farmers Market Benefits. Signs will be maintained in good quality. Sign Standards can be found at [Signage-Standards-and-Organic-Integrity-at-FMs-2021.pdf \(wafarmersmarkets.org\)](https://wafarmersmarkets.org/wp-content/uploads/2021/10/Signage-Standards-and-Organic-Integrity-at-FMs-2021.pdf). Spanish edition is available upon request.

**Sales Tax-** Vendors are responsible for the collection of any sales tax that is due. Please see <https://wafarmersmarkets.org/wp-content/uploads/2022/12/Sales-Tax-at-Farmers-Markets-2022.pdf> for guidance on which products require sales tax.

**Vendor Conduct-** Vendors will conduct themselves in a courteous and appropriate manner and interact with customers in a manner that reflects the mission state of the Prosser Farmers Market. Mission statement will be on display at the Prosser Farmers Market.

**Sales Reporting-** All vendors must report their gross sales of the market day to the Market Manager by the end of that market day. A sales reporting form will be provided and collected each market day. All information provided will be kept strictly confidential. The aggregated sales for the season by vendor category are required to be reported to the Washington State Famers Market Association (WSFMA); at no time are individual vendor sales shared with anyone other than PFM staff.

**Vendor Attendance-** Vendors who cannot attend on a market day please contact the Market Manager 48 hours prior to the market day. Vendors who do not call at least 24 hours before the market will be charged their "stall(s) space fee" for that market day and will be payable at the following market.

**Canopies/Weights-** All vendors are required to have a canopy. All canopies must be sufficiently and properly secured down at all times with proper weights (a minimum of 25 pounds per canopy leg) and ties. Weights must be attached appropriately to the canopy legs (weights merely placed on bottom of canopy legs will not be accepted). Any vendor that fails to secure their canopy will not be allowed to attend the market until the proper weights are applied. This is for the safety of our vendors, staff, and guests attending the market. Reference: <https://wafarmersmarkets.org/wp-content/uploads/2021/10/Canopy-Safety-101-2020.pdf>

## **FEES**

**Yearly Membership-** The yearly membership fee will be \$40 per year due May 15. Vendors that only attend occasionally will pay dues of \$10 per day to a maximum of \$40. Fee is represented in \$35 daily fee.

**Market Day Participation Fee-**The Fee for each (10' frontage) at the Prosser Farmers Market is \$25 per market day, paid to the Market Manager by 11:00 a.m. Spaces will be assigned with the goal of creating a competitive selection of products without overloading similar products so as to assist each vendor in a successful season. Seniority shall be considered and every effort will be made to accommodate vendors who wish to have the same space each Sunday.

**Concession Stand Damage Deposit-** \$100 damages and cleaning fee will be charged to the person or persons renting concessions stands. Which will be given back the last day of the market season after the Market Manager has inspected the concessions C and sees that there is no damage to the building, everything is cleared out that does not belong there, and everything is clean. Person or persons renting the concessions stand C will be charged the normal yearly market registration of \$40. Concessions rental will be \$50 per Saturday.

## **MARKET MANAGER RESPONSIBILITIES**

As your Market Manager, I will provide all applications/forms to all interested vendors with every effort to make them accessible to all vendors via US mail, email or at office location at 1230 Bennett Ave., Prosser, WA 99350.

As your Market Manager, I will assist vendors in understanding all applications/forms, policies, and procedures of the Prosser Famers Market.

As your Market Manager, I will assist vendors in understanding all forms, permits, licenses needed to sell their product at the Prosser Farmers Market.

As your Market Manager, I will assign booth locations with every attempt made to balance the goal of supplying customers with a competitive selection of produce available in season without overloading the Prosser Farmers Market or its customers with particular or similar products. Seniority will be considered.

As your Market Manager, I will consider all constructive suggestions and concerns from vendors in a respectful manner and will do my best to resolve any issues either through my authority as the Prosser Farmers Market Manager or via submitting suggestion/concern to the appropriate authority such as the Prosser Farmers Market Committee or Historic Downtown Prosser Board.

As your Market Manager, I will support, respect, and VALUE each vendor and do my best to help you succeed at the Prosser Farmers Market and to feel a part of our Beloved Prosser Farmers Market Family.

The Market Manager has ultimate, on-site authority to enforce the Prosser Farmers Market Policies.

The Market Manager reserves the right to prohibit individuals from selling any product that does not reflect the objectives and atmosphere of the Historic Downtown Prosser. There will be no discrimination because of race, color, creed, sex, religion, age, or nationality.

The Market Manager reserves the right to make on site farm visits with 24-hour notice for any reason.

## AGREEMENT

### Contract of Indemnity for Prosser Farmers Market Participants

Agreement made between \_\_\_\_\_ (vendor) herein called the Indemnitor, and the Farmers Market Co-op of Prosser, Washington, called Indemnitee, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ witnesseth:

WHEREAS, the Indemnitee desires to sell produce, fruit, or other commodities at the farmers market located in the City of Prosser, Washington, following the rules of the Farmers Market Coop; and

WHEREAS, the Indemnitee desires to encourage farmer’s market activity and provide a location at the Prosser City Park, located at 1328 Sommers Ave., Prosser, WA 99350.

NOW THEREFORE, in consideration of the above-stated premises, Indemnitor agrees that it will defend and indemnify Indemnitee and the Farmers Market Coop and their officers, employees, and agents against and save harmless from all claims, suits, damages, costs, losses, and fees, including attorney fees, resulting from, arising out of, or connected with the Indemnitor’s sale of fruit, produce, or another commodity at the farmers market located at the city park, 1328 Sommers Ave., Prosser, WA 99350.

Vendor will sell only what is listed on this application. Vendor is responsible for the quality, safety, and permits/licenses required for what they sell.

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

I have read and understand the official policies of the Prosser Farmers Market and agree to abide by them as a participant.

INDEMNITOR:

Vendor’s Signature: \_\_\_\_\_

INDEMENTEEE:

Market Manager: \_\_\_\_\_

For questions, please email [manager@prosserfarmersmarket.com](mailto:manager@prosserfarmersmarket.com) or call us at (509) 786-2399.