

2020 COVENTRY FARMERS' MARKET REGULATIONS

TIME & PLACE - First Sunday in June through the last Sunday in October from 11:00 a.m. until 2:00 p.m. (including holidays) at Hale Homestead, 2299 South St., Coventry, CT

1. BECOMING A CFM VENDOR

1.1 Application - Every vendor must submit an application each year. Incomplete applications will not be reviewed. Vendor fees must be received by due dates stated on the application or as agreed with the Market Master. Participation is solely at the discretion of the Market Master and the Operating Committee. An applicant who does not agree with the decision regarding an application may appeal in writing to the Operating Committee.

1.2 Insurance - All vendors must hold an insurance policy with a minimum product liability coverage of \$1,000,000/\$2,000,000, and furnish a certificate of insurance certificate naming the Town of Coventry and CT Landmarks as additional insured entities on the policy covering CFM. This certificate must show coverage for CFM participation dates.

Town of Coventry, 1712 Main St., Coventry, CT 06238

CT Landmarks, Amos Bull House, 59 South Prospect St., Hartford, CT 06106

1.3 Licensing & Permits - Each vendor must ensure compliance with all licensing and permitting specified by the local entities and the State of Connecticut. Each vendor - not CFM - is responsible for following, obtaining, and maintaining the appropriate licenses or permits needed for his/her category of business. Additional information can be obtained in the CT Department of Agriculture's *Farmers' Market Reference Guide* (www.ctgrown.gov / <http://www.ct.gov/doag/cwp/view.asp?a=3260&q=448674>), the CT Department of Consumer Protection, and Eastern Highlands Health District.

Key requirements by product category:

- **Produce** – All produce must be grown by the vendor in CT.
- **Meat** – All products must come from vendor's herd in CT and processed in a licensed processing facility.
- **Dairy** – All products must come from vendor's herd in CT and must be processed and licensed in CT by the vendor. Information regarding licensing: Milk Manufacturing: <https://portal.ct.gov/DOAG/Licensing/Licenses/Milk--Producer-Retail-Raw-Milk-Producer-and-Raw-Milk-Cheese-Manufacturer-Permit>, cheese manufacturing: <https://portal.ct.gov/DOAG/Licensing/Licenses/Cheese-Manufacturers--License>
- **Fish & shellfish** – The Connecticut Department of Agriculture has determined that seafood is considered a "farm product" as defined by State statute. The CT Seafood Council and the DEP have an understanding that CT seafood being caught/harvested by fishermen in boats that are *landed in Connecticut* is considered Connecticut caught. Out-of-State fishermen are not permitted to participate in Connecticut's certified farmers' markets.
- **Prepared foods, baked goods, and preserves** – It is expected that all vendors of prepared foods, baked goods, and preserves will source as many local ingredients as possible from a CT farm or dairy, and provide a list with their application. Vendors must mix, bake or prepare all goods offered for sale; purchasing processed foods and reselling them is prohibited. All baked goods require a Connecticut Bakery License.
- **Jams, jellies, and maple syrup** – Labels must follow State of CT guidelines, including ingredients and the statement "Not prepared in a government inspected kitchen."
- **Cosmetics** – Producers of products considered "cosmetics" by the State of Connecticut must be licensed. Examples of products which fall under this category include lip balms, lotions, serums, creams, washes, etc., but not bars of soap. Information regarding the licensing: <http://www.ct.gov/dcp/cwp/view.asp?a=1620&q=512940> and the link to the application: http://www.ct.gov/dcp/lib/dcp/drug_control/pdf/csm-09oct_with_schedule_2-17.pdf
- **Pet treats** – Pet treats fall under the category of "animal feed" with the State of Connecticut and each product sold is certified by the State, specifically by Paula Butler (860-713-2512). Link to the application: http://www.ct.gov/doag/lib/doag/inspection_regulation/2017/Revised_Feed_app_x18_December_13_2017.pdf
- **Health Permits & Sampling Permits** – Vendors who wish to sample edible products or sell ready-to-eat foods/food trucks must obtain a license with Eastern Highlands Health District (EHHD). EHHD administers the health and safety regulations for farmers' markets in our district and conducts regular inspections at CFM. Applications required for 2020 opening day must be received by May 1, 2020 unless otherwise agreed with EHHD in writing. For all other guest vendors not scheduled for opening day, at least 3 weeks notice is required to process applications. Regulations and forms are available at http://www.ehhd.org/filestorage/109/2017_Farmer's_Market_FoodApplication.pdf. EHHD's phone number is 860-429-3325 and the Coventry office's phone number is 860-742-9064.

1.4 Vendor Selection Process - The Market Master and the Operating Committee take many factors into consideration when reviewing vendor applications including, but not limited to, the following:

- **Sourcing** – CFM's mission is to support local agriculture and local businesses, particularly for those vendors who are

committed to using products for sale by CFM vendors. Ideal vendors will source 100% of their products from the CFM vendor list, and where ingredients are not available from CFM vendors, will source as close to Coventry as possible.

- **Quality** – Customer expectations are for high-quality products and experiences. Ideal vendors will have high-quality products/ingredients such as minimally processed, healthy products per FDA standards, and a high-quality presentation (clean tent, clear signage, easy access).
- **Conduct** – Every vendor is both the face of their own organization and the Market. Ideal vendors will be owner-staffed and actively contribute to improving the vitality and viability of the Market through excellent customer service and positive interactions with customers and fellow vendors. They will have few customer/vendor complaints and any concerns are handled promptly and professionally.
- **Attendance** – Consistency is critical in attracting buying customers to the Market. Ideal vendors fulfill their commitment to attend all scheduled Market dates.
- **Variety** – Ideal vendors offer desirable products not readily offered by other vendors at the Market.
- **Marketing and Promotion** – Ideal vendors will promote not only their business but their participation in the Market.
- **Fee Payment and Licensing** – Ideal vendors pay vendor fees promptly and obtain necessary licenses in a timely manner, without being reminded.
- **Safety** – The safety of the Market is the responsibility of each and every vendor. Ideal vendors take safety regulations seriously, including physical safety such as proper tent anchoring and health inspections. In the instance of issues, the vendor handles any feedback or concerns promptly and professionally.

1.5 Full-Time Vendor Spaces – Availability of full-time vendor spaces is given to the prior year’s roster of full-time vendors in good standing. Any member who participated in the previous years and did not attend a minimum of 20 markets in the prior season may lose this priority in the following year’s application process. See Sections 2.26 and 2.27 for additional information.

1.6 Guest Vendor Spaces – Guest vendor spaces are filled via selection from annual applications, which are accepted on a rolling basis throughout the Market season. The number of guest vendor spaces each week is determined according to field restrictions, themes, and a desire to maintain a diverse assortment of product categories. All applications are reviewed by the Market Master and the Operating Committee and space is determined by individual market date.

1.7 Community & Sponsor Spaces – Community and sponsor spaces are filled on a first-come, first-served basis throughout the Market season. Participants may not sell product or merchandise at the CFM unless expressly reviewed and approved. Please refer to those applications and regulations for more details.

2. EXPECTATIONS OF APPROVED VENDORS

2.1 What Can Be Sold at CFM - CFM is a producer-only market and all products sold in the market field must be made within the boundaries of the State of Connecticut by the vendor selling the products. Purchasing product for reselling is not allowed. Vendors may sell only what has been approved during the application process. All booth staff, whether owner or employee, shall be held strictly responsible for adhering to this policy. Any changes or alterations in crop or product lists must be approved in writing by the Market Master before being sold.

2.2 Participation in the CFM Friends of the Market Program - All vendors are required to offer a discount or free item to customers displaying a Friend of the Market tote bag. Each year, the tote bag is a specific color, and only customers carrying the 2020 green tote should be offered this benefit. Vendors must post this special each week on the laminated sign provided by CFM in an obvious place by the start of every Market.

2.3 Participation in the CFM Frequent Shopper Program - Assuming funding is obtained, all farmers and vendors selling meats, cheeses, and honey are required to participate in the Frequent Shopper Program.

2.4 Participation with CFM Wooden Nickels Program - All vendors are required to accept CFM wooden nickels as a method of payment. Each token has a \$1 retail value and vendors may redeem the tokens at the Market Master tent during the Market.

2.5 Response to Scheduled Weekly Emails - All vendors must respond to the scheduled weekly emails (sent each Monday by the Market Master) by the date/time specified in the email with the information requested.

2.6 Food Truck Vendors - All food truck vendors are required to offer at least one menu item each week that features CT grown or produced ingredients. Preferably, the main ingredients used will be from CFM vendors. The menu item(s) must be advertised to customers at the Market, including the name of the local vendor whose ingredients are used. Failure to comply with this requirement may result in the vendor not being allowed to sell and dismissal as a CFM food truck vendor, with no refund of vendor fees.

- 2.7 Proper Maintenance of Licenses & Permits** - Vendors are expected to properly maintain licenses and permits as required by local and State law, and to provide current copies of all documents to CFM during the Market season. Failure to provide copies of legal and health department required documents will result in loss of Market space until such documents are in order.
- 2.8 Food Safety** - Vendors must maintain foods at proper temperatures as required by State and EHHD regulations and to observe proper food handling procedures, including having a hand wash station properly set up prior to the start of each Market. Failure to comply with health code requirements may result in the vendor not being allowed to sell and dismissal as a CFM vendor, with no refund of vendor fees.
- 2.9 WIC & Senior Farmers' Market Nutrition Program Participation** - CFM is an approved market for WIC and the Senior Farmers' Market Nutrition Program approved market for fruit and vegetable vendors. Vendors are expected to obtain WIC certification through the Connecticut Department of Agriculture and prominently display their certificates in public view. Vendors not yet certified are responsible for contacting the Department of Agriculture for certification training.
- 2.10 Weather Exemption:** CFM is a rain or shine market. Certain products, such as apparel and textiles, may qualify for a weather exemption. If you feel strongly that your products qualify for review under this exemption policy, explain in the application why you should be exempt from attending on wet or rainy days. A final determination will be made in writing by the Market Operating Committee prior to the start of the season and the Committee reserves the right to revisit this policy on an individual and Market-wide basis throughout the season.
- 2.11 Breakfast Food Exemption:** If you offer a ready-to-eat or made-to-order breakfast item and you would like permission to sell it before the Market's 11 a.m. opening bell, explain in the application what the item is. A final determination will be made in writing by the Market Master prior to the start of the season and the Operating Committee reserves the right to revisit this policy on an individual and Market-wide basis throughout the season.
- 2.12 Marketing** - In order to help CFM promote our vendors, improve participation at the Market, and help customers learn more about CFM's vendors each week, we strongly encourage all vendors to subscribe to and share the weekly newsletter, both via email and on social media. We also strongly encourage cross-promoting CFM posts on social media.
- 2.13 Generator Use** - CFM expects vendors to have a quiet model of generator for Market use. Questions regarding generators should consult with the Market Master. Failure to address Market Master concerns about a loud generator may result in dismissal as a CFM vendor, with no refund of vendor fees.
- 2.14 Market Wifi** - Market wifi is to be used for the processing of credit card transactions only. Vendors should not share the password with anyone who is not a vendor.
- 2.15 Cell Phone Usage** - With the obvious exception of credit card processing, cell phone usage by vendors should be kept to a minimum during Market hours, as it presents an image of indifference and lack of attention toward customers and the Market.
- 2.16 Smoking and Substance Use in the Market Field** - Smoking and the consumption of alcohol or illegal drugs are not allowed on the premises during Market hours.
- 2.17 Conduct in the Market Field** - All vendors act as representatives of their own businesses and also of CFM and are expected to act in a professional manner at all times in the Market field. Unprofessional and inappropriate behavior, including use of profanity, shouting, and general disruption to the Market will not be tolerated and may result in removal.
- 2.18 Animals at the Market** - It is expected that vendors keep your dog on a leash and behind displays, out of range of any products or customers. CFM reserves the right to revoke this privilege on an individual or Market-wide basis as deemed appropriate.
- 2.19 Market Day Procedures** - Customers begin arriving at the Market much sooner than 10:45 a.m. and vendors have the opportunity to talk about their products or offer samples of products before the opening bell.
Setup: Begins at 8:30 a.m. and must be completed by 10:45 a.m., including all signage and displays. The only exceptions to this policy are the sale of breakfast foods, which must be requested in the vendor application and approved in writing by the Market Master and CSA or restaurant pickups pre-paid in advance.
Selling: Vendors shall start selling promptly at the 11:00 a.m. opening bell and cease selling at 2:00 p.m. with the closing bell.
Breakdown: Begins at 2:00 p.m. - not before. All tents, signage, tables, and displays must remain up until the closing bell.

Motor Vehicle Safety: Motor vehicle traffic is not allowed in the field from 10:45 a.m. to 2:00 p.m. All vendors must drive slowly during entrance and exit to the Homestead site and through the market field.

- 2.20 Market Day Clean Up** - CFM provides vendors complimentary access to a dumpster. Vendors are responsible for maintaining sanitary conditions around their space including properly cleaning up at the end of each Market, including trash left behind by customers around the field. Trash bags should be brought to the dumpster, not added to trash cans in the Market field.
- 2.21 Parking** - CFM is a busy market and can have customer perception of crowding and difficult parking. This perception is supported when close parking is not available to customers, discouraging them from shopping. Each vendor is allotted space for one vehicle in the Market field/food truck lane. If your business has more than one vehicle, please advise your staff to check in with market staff to determine where they should park - behind the Market barn, on the side of South St. or in the Fife and Drum parking lot located to the east of Hale Homestead. Doing so will maximize the availability of customer parking spaces.
- 2.22 Signage & Pricing** - All vendors must display signage in a prominent location (truck mounted is allowed) identifying their business name and ideally, the town they are from. All product description signs must be accurate and truthful. Each vendor should have clear identification of price per unit for each commodity and clearly marked or posted. Only vendors with organic certification are allowed to advertise a product as organic and display the USDA Certified Organic logo. Farmers should be sure their signage complies with the Connecticut Department of Agriculture's CT Grown Program guidelines. These can be found at <http://www.ct.gov/doag/cwp/view.asp?a=3243&q=398984>.
- 2.23 Tents, Umbrellas, Canopies and Displays** - The Market field has no shade and strong gusts of wind are common throughout our season. We encourage all vendors to use an EZ-Up style canopy to provide adequate shade for both vendor and customer. All canopies, tents, tables and displays must fit within the assigned space. Tents must be properly anchored at all times - meaning weighted down properly and securely on all four corners. We further recommend that weights are used rather than pins or screws into the ground. All tents, umbrellas and canopies are also required to be flame retardant.
- 2.24 Weather** - CFM has always been, and continues to be, a rain or shine Market. This means all vendors are expected to be at the Market as long as it has not been canceled. Reasons for cancellation would include extreme weather conditions such as lightning, snow storms or hurricanes. In circumstances such as these, Market staff will contact all vendors. Certain types of products, such as apparel and textiles, may qualify for a weather exemption. If a vendor feels that his/her products qualify for review under this exemption policy, it must be requested on the application and approved pre-season in writing by the Market Master. A final determination will be made by the Market Operating Committee prior to the start of the season and the Committee reserves the right to revisit this policy on an individual and Market-wide basis throughout the season.
- 2.25 Inspection of Facilities** - All vendors shall allow the Market to inspect their production facilities at any time, with or without notice, so as to maintain the integrity of our producer-only market. CFM authorizes its Market Master and members of the Operating Committee to conduct such visits.
- 2.26 Absences from the Market** - CFM customers rely on vendors to be committed to providing products on a reliable schedule. Every full-time vendor is expected to attend the entire Market season and guest vendors are expected to attend every accepted Market date. Full-time vendors are permitted two scheduled days off, which must be submitted on the application and approved by the Market Master. Inadequate staffing and weather do not qualify as excused absences. A maximum of three absences, comprising only pre-scheduled and emergency absences, will be permitted after which the vendor will be referred to the Operating Committee for discussion about attendance. Exceptions for emergencies may be made at the Market Master's discretion.
- 2.27 Three-Strikes Rule** - A three-strike rule applies to all vendors. Any violation of these regulations, e.g. not replying to weekly emails, health code violations, etc., will be documented in writing to the vendor. After a third violation, it will be reported to the Operating Committee for further review and consideration of disciplinary action or dismissal from the Market. The Market Master and the Operating Committee reserve the right to review on a case-by-case basis and to allow exceptions.

3. GENERAL TERMS AND LIABILITIES

- 3.1 General** - The Market prohibits discrimination in all its programs and activities on the basis of any protected class under federal, State, or local law, including race, color, creed, national origin, age, disability, gender, marital status, familial status, religion, sexual orientation, veteran status or socioeconomic status including discrimination or harassment because all or part of an individual's income is derived from any form of public assistance. All discrimination, harassment and inappropriate conduct is prohibited in any form including verbal, non-verbal and physical unwanted acts and not limited to email, voicemail, chat rooms, Internet use or history, text messages, videos, pictures, images, writings, words or gestures. Examples of inappropriate conduct

could include behavior such as sexual innuendos, lewd remarks, threats, epithets, derogatory comments, visual depictions, unwelcome jokes and teasing. Violations of this policy will not be tolerated and may result in permanent removal from the Market. There will be no adverse action taken against anyone who reports violations of this policy in good faith. Coventry Farmers' Market, its staff, representatives and volunteers, are not liable for any damages, loss of earnings or other loss by a vendor subsequent to application of the Rules and Regulations of CFM.

- 3.2 Social Media Conduct** - The Market recognizes and encourages the use of social media to create a vibrant business marketplace and sense of community. It acknowledges that all vendors, volunteers and staff have the right under the First Amendment, under certain circumstances, to speak out on matters of public concern. However, the Market will consider it a violation of this vendor agreement when such use interferes with the good will of the work of the Market, its vendors or the Town of Coventry; is used to harass fellow vendors, Market volunteers, Market staff, or other members of the broader community; creates a hostile Market atmosphere; harms the goodwill and reputation of the Market or the Town of Coventry; violates the law and/or Market rules.
- 3.3 Right to Approve and Terminate** - The Market reserves the right to approve or deny any vendor application at its discretion. If a vendor is approved to participate but cannot operate as a member of the community in good faith, s/he will be asked to leave. Vendors are expected to behave in a professional and courteous manner at all times. Maligning and derogatory language directed toward anyone will not be tolerated. Any vendor who challenges the authority of any staff member or inspector, or who behaves in a rude, violent, threatening, or intimidating manner toward any person at the Market may be immediately expelled for the day by the Market Master. The Operating Committee may permanently ban such an offender from the Market or impose a lesser penalty at its sole and unlimited discretion. Vendor concerns should be directed to the Market Master and Operating Committee. If violations take place, the Market may take any action it deems necessary to preserve the integrity of the Market, including vendor suspension, permanent vendor expulsion, or, in extreme cases, legal action. In any of these cases, the vendor fee is non-refundable. It is within the sole discretion of the Market Master and staff, and the Operating Committee to determine if a vendor has violated any provision of these Rules and Regulations or otherwise undermines the operations of the Market. Failure to comply with the Rules and Regulations may result in revoking participation with no refund of fees.
- 3.4 Complaints and Dispute Resolution** - Resolving matters pertaining to interpretation of and compliance with the Market Rules and Regulations is within the sole authority of the Market Master and the Market Operating Committee. Any complaints between vendors regarding the origin of their produce or goods, or any other matter, must be directed to the Market Master or the Market Operating Committee. Verbal speculation alone is not grounds for investigation.
- 3.5 Modifications to Regulations** - The Market reserves the right to revise this document at any time deemed appropriate. This document was last modified on February 10, 2020.