



General Policies and Rules Governing Down to Earth Farmers Markets

Introduction

Down to Earth Market (“DTE”) manages farmers markets in the metropolitan New York area. In many instances, we do this in conjunction with or on behalf of a non-profit organization or municipality (the “Sponsor”). The farmers markets (the “Market” or “Markets”) managed by Zeltsman Associates, Inc. dba Down to Earth Market (the “Managers” or “Management”) are open to farms, orchards, nurseries, greenhouses, fishers, food processing businesses, and in some select cases, to farmer cooperatives and local product merchants (“Vendors”). All DTE Markets are governed by a common set of policies and rules presented below. These Policies and Rules have been developed to guide the operation of Markets managed by Down to Earth Market.

Vendor participation in DTE’s Markets requires understanding of, and compliance with, these Policies and Rules. In certain Markets the contract between Down to Earth and the Sponsoring Municipality also requires Vendors to comply with these Policies and Rules. In such cases this document will be treated as an Addendum to the Vendor agreement with Down to Earth Market and/or the Market’s Sponsoring Municipality.

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Section 1: Definitions

Grower: The classification “Grower” includes farmers of fruits and vegetables and livestock for meat or dairy, fishers (wild caught and farmed) and beekeepers. Growers own or lease land for their operations. Fishers own their boats and pens.

Processor: The classification “Processor” is any small-scale, small-batch producer of food products that makes their own food product in their own kitchen, in a rented and licensed commercial kitchen or, using their own recipes, made by a co-packer. Processors must meet DTE’s standards for purchasing of ingredients from regional farms, either directly or indirectly through a distributor, and must be able to show proof of origin of these ingredients.

Co-Packer: is a licensed food processor within the region that processes and packages products by contract.

Purveyor: is a company that buys and resells products. Purveyors are rarely allowed in Down to Earth Markets.

Region: Down to Earth seeks to showcase products grown or made within the Northeast and Middle Atlantic States. From time-to-time we consider allowing agricultural products that cannot be grown within the region such as coffee, olive oil or citrus. In these cases, there must be evidence that the Vendor has an ownership relation with the farm where the product is grown.

A certain number of products featuring non-local ingredients may be considered for sale in Down to Earth Markets because they are unique, represent flavors of different cultures, are of exceptional quality and they provide shoppers with an enhanced experience, e.g., mango chutney.

Retail space: is the entire area in which a Vendor conducts their business at the farmers market and includes, but is not limited to displays, merchandise, cash register, scales, space for staff, sampling area, inventory, and signage. Management reserves the right to limit the maximum amount of selling space available to be used by each Vendor in a market based upon its assessment of what is best for the market as a whole.

Warehouse space: Warehouse space is space for a Vendor’s inventory that does not fit within their Retail space. Management allows warehouse space behind or beside a Vendor’s stall if space permits and the Vendor is unable to hold inventory on their truck. Empty boxes and stacked crates from sold product belong within the warehouse space. This space may be covered with an awning if space allows. No retail activity is to take place in this space. Warehouse space should be no more than approximately 20% of a Vendor’s Retail space. Vendors’ use of warehouse space is subject to Management approval. There will be no charge for Warehouse space.

Shade: Shade awnings may be permitted at no extra charge to protect product if space allows and with management permission. No retail activity is to take place in this space. Vendor use of shade awnings is subject to Management approval.

Grown or Produced vs. Purchased Items: Vendors must sell approved products grown and or processed by their family or business, unless given express permission. Only items listed in the Farmers Market Application may be sold at a Vendor’s stand. Farmers are required to grow one hundred percent of what they sell at the market unless given express



permission by Management to stock an item that is not being supplied in sufficient quantity to satisfy a Market's need. Items purchased for resale must be approved by Down to Earth Market. See Section 5: Rules Governing Products and their Sale.

Lot: The space a Vendor contracts for, which is defined in 10'x10' increments in outdoor markets and increments of 6 to 8 linear feet in indoor markets.

Section 2: Vendor Participation Policies

PARTICIPATION IN FARMERS' MARKETS

Down to Earth Market reserves the right to determine who may sell at each Market. Markets are generally open to bona fide farmers from the northeast and producers of specialty food products approved by Down to Earth Market. The type of Vendors and selection of individual Vendors are determined by the Management.

Merchant Vendor requests will be decided on a case-by-case consideration.

The management will decide whether to allow cooperative selling on a case-by-case basis.

CONTRACT BETWEEN DOWN TO EARTH MARKET AND THE VENDOR

Vendors are required to review and approve or sign a variety of documents to be accepted into the DTE program and assigned space in the Markets. These documents in total constitute the Vendor's agreement with DTE and set forth 1) Down to Earth's marketing principles and expectations, 2) terms and obligations of payment and 3) the Policies and Rules that govern market participation.

VENDING SPACE

In outdoor markets, Vendors may contract for space in increments of 100 square foot lots, with the minimum lot being 10' x 10' or 100 square feet. In indoor markets, Vendors may contract for space in increments of 6 to 8 feet, based on market layout, all of which are approximately 6 - 7 feet deep.

Vendors may use only the amount of space they contract for, with the exception that additional space may be used for "warehousing" and "shading" their products, if it is available. (See Definitions for an explanation of these terms.)

Down to Earth Market will make every effort to accommodate each Vendor's desired space configuration but cannot guarantee such. With Management approval, Vendors may add space during the market season if space allows. Down to Earth Market must be notified at least one week prior to the increase. Space increases will be added to invoices.

PRODUCTS FOR SALE

Down to Earth Market Farmers Markets are organized to bring local farm products and artisanal foods made by local processors with local ingredients to the public. With limited exceptions, the only products that can be offered for sale at the Markets are food products. Nursery products, flowers, hand-made soap and body care products, candles, Christmas trees, and locally made wreaths are examples of some of the few exceptions permitted for sale. Handmade crafts may be permitted in select markets at Management's discretion or for special events. In certain instances, at the discretion of Management, farm products only grown outside the region may be sold at the Market on the condition that the Vendor has an ownership interest in the farm where they are produced (olive oil, citrus, coffee).



Vendors are permitted to sell branded reusable bags but no other branded merchandise, unless given express permission.

FARM VISITS AND INSPECTIONS

Down to Earth Market will conduct periodic farm visits and kitchen/production facility inspections to substantiate a Vendor's Crop and Products Plan. The objective of this program is to assure the public that Vendors in a Down to Earth Market farmers market are bona fide farmers and that small-scale food processors are meeting Down to Earth's standards and expectations. Vendors will be inspected prior to admittance into the Down to Earth Market program, if possible, and on a rotating basis in following seasons. Prior to admission to a Down to Earth farmers market, and periodically thereafter, processors may be required to provide invoices documenting that primary ingredients are sourced from regional farms.

INSURANCE

General and Product Liability Insurance: The Vendor must carry business liability insurance (including general and product liability) with limits of at least \$1,000,000 each occurrence, \$2,000,000 aggregate. Down to Earth Market, the site Sponsor, and the Municipality in which the market is located must be endorsed as additional insured on the policy. Down to Earth Market will be named a Certificate Holder of the policy. The site Sponsor or Municipality may also request to be named as a Certificate Holder and may have other requirements that will be shared with the Vendor in writing during the Market registration process. Vendors must furnish Certificates of Insurance for each Market they are selling in. Vendors will be notified of how each Certificate of Insurance must be endorsed during the Market registration process. Certificates must be received 10 days prior to the Vendor's first day in the Market and must be valid as of their start date and for the duration of the Market season. In some Markets the Municipality requires that Vendors provide a notarized Broker's Certification attesting to the validity of the policy. As of January 1, 2022, policies from unaccredited providers will no longer be accepted.

Workers Compensation and Disability Insurance: All Vendors are responsible for maintaining the appropriate Workers Compensation and Disability Insurance for their workers. Vendors who are required to carry these insurances must furnish a Certificate of Insurance indicating their coverage. Vendors who are exempt from these insurances must provide Down to Earth with a letter indicating they are not required to have these policies. Any exempt Vendor selling in NYC markets, or in municipalities that require it, must file a Certificate of Attestation of Exemption (CE-200), https://www.buysseexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE .

Automobile Insurance: All Vendors are responsible for maintaining at least the minimum level of automotive insurance required by New York State. The site Sponsor or Municipality may require a higher level of commercial automobile coverage, which will be shared with the Vendor in writing during the market registration process. Proof of insurance must be provided to Down to Earth Market upon request or as required for attendance at some Markets. Vendors that are required to provide proof of automobile insurance (or who have been authorized to submit a waiver) must furnish that paperwork to Down to Earth Market no less than 10 days before their first day in the market.



Section 3: Contracts & Vending Policies

All accounts must be paid up to date before a Vendor's new registration request is considered.

Late arriving applications will be considered if space is available.

VENDOR PORTAL

Vendors registered with Down to Earth Farmers Market have access to their account information in a dedicated, password protected Vendor Portal. In this portal Vendors can review all their documentation, their current, upcoming, and archived market registration, and their invoices and payment history.

From within the Portal Vendors can also request changes to their schedule, update their expiring insurance or permit documents, and update or change their payment method and payment schedule.

TYPES OF CONTRACTS

Down to Earth offers three types of Vending contracts, Full Season, Revolving, and Day Vendor. Prospective Vendors should consider their options carefully before committing to their schedule and space reservation. There are limitations to changes that can be made mid-season and restrictions on refunds for cancelled Market days. Businesses that are just starting out or are not sure whether Farmers Markets are the right venue for them should consider registering as a Day Vendor to afford themselves maximum flexibility.

Full Season Contract

- To be considered Full Season, vendors must commit to 80% of the market days for each market.
- See the Cancellation Policy below for information about changing and canceling dates as a Full Season Vendor.
- Vendors wishing to receive the full season rate must contract and pay for the minimum required days to meet Full Season status.
- Invoicing is based on the number of 10'x 10' lots or linear feet (for indoor markets) requested on the registration form. No credit will be granted for not using all registered lots on any day. Additional lots may be requested up to the maximum allowed for each market and are subject to Management approval. Additional lots will be billed at the Vendor's regular rate.
- Full Season Vendors may purchase additional days at their regular rate. Additional dates must be reserved in advance and approved by DTE.
- Full Season Vendors are required to fulfill their entire contractual obligation. However, circumstances may occasionally arise in which a Vendor must withdraw from a market. In such cases, after discussion with Down to Earth's Vendor Relations Manager, Full Season Vendors will be required to give four (4) weeks' notice in writing of their intention to leave the market and pay the fees for those days. Please see the Cancellation Policy for more details.

Revolving Vendor Contract



- Revolving Vendors are required to fulfill the same conditions as Full Season Contract Vendors, except that they may do so by reserving a minimum of 25 dates across multiple markets in one season.
- See the Cancellation Policy below for information about changing and canceling dates as a Revolving Vendor.
- Revolving Vendors who wish to purchase additional days may do so at their regular rate. Additional dates must be reserved in advance and approved by DTE.

Day Vendor Contract

- Day Vendors are any vendors that do not qualify as Full Season or Revolving. Day Vendors will be admitted to markets on a space-available basis determined by Down to Earth. A schedule may be reserved for the entire season, or on a monthly basis. Day Vendors may not be admitted if their category slots have been filled for a specific market or if the Day Vendor slots allocated to a market are filled.
- Day Vendors that register initially for a scheduled number of days are expected to fulfill that contractual obligation and pay for those days.
- See the Cancellation Policy below for information about changing and canceling dates as a Day Vendor.
- Day Vendors may request to change their registration (space permitting) to Full Season if they meet the requirement of registering for 80% of that season's market dates. Registration will be changed to Full Season and the rate adjusted accordingly from the date of change forward. Full season policies for cancellation and no shows will then apply.
- A Day Vendor who commits to a minimum of 25 market days in a season, across multiple markets, is considered a Revolving Vendor and may be eligible for Revolving Rate consideration. This rate adjustment must be requested in writing at the time of registration.

New Vendors:

- All Vendors, regardless of type, are required to register for a minimum of four (4) market dates.

PRE-PAID DISCOUNT

Vendors who wish to pay for the full season in advance will be offered a 7% discount on the total. Once paid there are NO REFUNDS. Payment must be received at least 10 days prior to the vendor's first scheduled date. A pre-paid vendor may add space or days to their contract. These will be billed at the full published rate.

INVOICES AND PAYMENTS

Down to Earth requires all vendors to enable Auto Pay and allow us to charge their credit or debit card according to the pay schedule. **Your pay schedule will be confirmed by Vendor Relations when they finalize your market registration. Non-full season vendors are charged weekly on the Wednesday after the market date. Full season vendors may choose to pay weekly, monthly, or annually at the start of the season.**

Auto-Payment Plan



- Vendors are required to enroll in our automatic payment plan using a credit or debit card.
- Payment will be debited from the Vendor's account on the payment date. An invoice and receipt will be emailed confirming the payment.

Vendors may pre-pay for markets by check or money order made out to Down to Earth Market and mailed to Down to Earth Market, PO Box 567, Ossining, NY 10562. Payment must be received before the market date(s) to avoid an automatic debit or credit card charge.

CREDIT MEMOS

Credits may be issued for several reasons:

- EBT redemptions
- Authorized market cancellations
- Other miscellaneous reasons as Management sees necessary

Credits can be viewed in the Vendor Portal. The credit balance will remain on the account until applied to the next open invoice.

LATE FEES & PENALTIES

Vendors are subject to a late fee for each invoice that is more than **10 days** past due. Late fees will be 1.5% per month or \$25, whichever is greater. This fee will be applied each month the payment is late. Vendors who's auto-payments have been successful will not incur late fees.

Vendors with a past due balance of 60 days may not be permitted to sell at the market until their balance is paid in full. Vendors overdue balances may not be permitted to register for future market dates.

Reinstated Full Season Vendors will be liable for fees for missed days due to suspension.

Reinstated Day Vendors will be liable for market fees according to the Down to Earth cancellation policy.

VENDOR CANCELLATION POLICY

Full Season Vendors

- Full Season Vendors who are not pre-paid are allowed up to two (2) un-paid absences per market season provided they notify the Vendor Relations Department in writing no later than 12 noon the day before a planned absence, Friday noon for a Sunday market, to receive credit.

Exceptions to this rule will be considered for family or business emergencies.

After two absences, or if notification is not provided to Down to Earth by the deadline, the Vendor will be charged their full regular rate for missed days.

- Full Season Vendors who are not prepaid will be issued credits for any market cancellations made by Down to Earth.
- Pre-paid Full Season Vendors are not eligible for missed-day or market cancellation credits.
- Vendors who exceed four absences may lose their placement in the Market.



- Scheduled Absences: Full Season Vendors may schedule days off during a market season when they register for a market, provided their registered number of days meet the minimum requirement for Full Season status.
- Full Season Vendors are responsible for payment of their entire registered market season with some exceptions for extraordinary events outside of their control.
- Events eligible for an extended unpaid absence include, but are not limited to family emergency, farm or business emergency, crop failure, insufficient product, inability to fish. Requests for extended absence must be submitted to Down to Earth's Vendor Relations Management. Full Season Vendors will be required to give four (4) weeks' notice in writing of their intention to leave the market and pay the fees for those days.

Revolving Vendors

- Revolving Vendors cancelling single market dates will be charged \$25 for each of their first two cancelled dates, provided the cancellation is made by the Monday prior to the scheduled market day. Cancellations made after Monday, and any further cancellations, will be charged at the full regular rate.
- After their schedule has been confirmed by Down to Earth, Revolving Vendors are permitted to reschedule two dates, total, per season at no additional cost. After two schedule changes additional changes are subject to a \$25 change fee. Any schedule change must be made by the Monday prior to the market date the Vendor wishes to change, or it will be treated as a *cancellation*.
- Revolving Vendors that wish to cancel all of their remaining dates in a market are required to give four (4) weeks' notice in writing and pay the fees for all previously scheduled dates that fall within the four week cancellation period..
- Revolving Vendors will be issued credits for any market cancellations made by Down to Earth Markets.

Day Vendors

- Day Vendors cancelling single market dates will be charged \$25 for each of their first two cancelled dates, provided the cancellation is made by the Monday prior to the scheduled market day. Cancellations made after Monday, and any further cancellations, will be charged at the regular rate.
- Day Vendors cancelling the remainder of a pre-registered season will be charged the full rate for the first cancelled date and \$25 for each cancelled date thereafter, with a maximum fee amount of \$400 per market. Season cancellations must be submitted in writing.
- Day Vendors will be issued credits for any market cancellations made by Down to Earth Markets.

All vendors that cancel their market season are responsible for paying any applicable market fees.

SEVERE WEATHER CANCELLATION POLICY

If a market is cancelled due to severe weather – such as heavy snow, extreme cold or very high winds – the decision to close the market will be made by 2pm the day before the market. All Vendors will be notified by email. The closure will be posted on



www.downtoearthmarkets.com. Credit will be given for markets DTE closes for severe weather according to the Vendor Cancellation Policies outlined above.

REGISTERING FOR MARKETS

Registration Fee

Registration fees are \$25 per market, payable at registration.

Initial Payments

First time Vendors will be required to pre-pay their fees for four (4) market days. This payment will be held in their account as a credit balance and will be applied to their first market fee invoice(s).

Certificates of Insurance

Certificates of Insurance must be received no later than 10 days prior to the start of the market season. **No vendor (including day vendors) will be allowed to begin selling unless the above requirements are fulfilled. See above Section 2: Vendor Participation Policies - Insurance**

Contact Larry Spilker, Campbell Risk Management, Email: LSpilker@campbellrisk.com, Phone: 800-730-7475 or visit www.campbellriskmanagement.com for an insurance program supported by the Farmers Market Coalition and Farmers Market Federation of New York.

Licenses and Permits

Copies of all Licenses and Permits that Vendors are required to hold must be received no later than 10 days prior to the start of the market season. As permit terms expire, new permits must be submitted to Management.

Sales Tax

Vendors are responsible for collecting and paying Sales Tax on all applicable products.

Supplemental Nutrition Programs

IT IS MANDATORY THAT VENDORS REGISTER FOR AND PARTICIPATE IN THE PROGRAMS THAT COVER THEIR PRODUCTS. Vendors may have to complete paperwork in advance of their first market day in order to be reimbursed for purchases made through these programs. See Section 7 for more information.

Section 4: Policies & Rules Governing the Market

Note that in the event of a public emergency all policies are subject to local, state, and national laws and guidelines.

Site Manager

Down to Earth Markets hires a Site Manager to oversee market day operations and be a liaison with the public. As the representative of Down to Earth Markets, the Site Manager has the authority to enforce policies and rules governing the operations of the Market.

Market Layout

Once a site layout has been established for a Market, Vendors will set up in their assigned spaces for the duration of the season unless Down to Earth identifies a need to make a



change. Down to Earth will discuss pending changes with Vendors before implementing them. Day Vendors are assigned spaces by the Site Manager. If Day Vendors have not been notified of their location in advance, they must wait until the site manager arrives before they set up. Vendors must move if set up in the wrong space or if they are instructed to by the Site Manager.

Set-up and Duration

Vendor staff, product and equipment must arrive at least 45 minutes before the Market's opening time and be set up by the start of the Market. If a Vendor has not arrived forty-five (45) minutes prior to the start of the Market and has not notified the Down to Earth's On-Call Manager (914) 923-4837 of their late arrival, the Site Manager may rearrange the market for best fit and the Vendor may lose their regular spot. Vendors must remain set up and ready to sell until the Market closing time. A Vendor may consolidate their display over the course of the market day but should not break down their tent, sign, pricing, point of sale equipment or basic product display. A vendor who sells out may consolidate to a basic display of tent, sign and table but must remain in the market until closing. A Vendor may leave the Market early only if they have notified DTE Management prior to the Market date.

Vendors who arrive less than 45 minutes before a market's start time, or who break down their display, or leave the market before the official end of the market day may be subject to penalties, including fines.

No selling is permitted after Market hours.

Signage

Each Vendor must display a sign stating the name and location of their farm or business.

Failing to display a sign identifying the farm or business will result in a written warning. After a warning has been issued, continued non-compliance will result in a \$50 penalty per incident.

Prices & Labeling

All prices must be in full view and posted by the start of the Market. Items may be sold by the container, pound, or single item. These distinctions must be reflected in price labels.

Posting Prices

All products offered for sale must have posted prices in full view and legible to shoppers. Prices may be posted on individual items, on bins, on shelves or on a large price list situated so all shoppers can read them. The unit of measure must be included on each pricelist.

Discounting for cash purchases: NY State regulation allows Vendors to offer a discount for purchases made with cash. Posted prices may list both the cash and credit card price or list only the higher price with a notice that cash purchases are discounted. Vendors may not post only the discounted price with a notice that there is an extra charge for credit card purchases.

Labeling ingredients

All packaged products must be labeled in compliance with Federal, State, and local regulations. New York State Dept. of Agriculture & Markets lists five basic requirements for a food label:

- ✓ Identity of food in package
- ✓ Place of business



- | | |
|------------------------------------------------|----------------------------|
| form | ✓ Ingredient declaration |
| ✓ Name of manufacturer, packer, or distributor | ✓ Net quantity of contents |

See NYS Dept. of Agriculture and Markets publication FSI-514 New York State Food Labeling

Failing to label products or to post prices will result in a written warning. After a warning has been issued, continued non-compliance will result in a \$50 penalty per incident.

What May be Sold

Vendors are authorized to sell only the products listed on their Market Application and approved by Down to Earth. Before each season, Vendors are required to submit to DTE their latest product list including items added or removed from their Crop or Product Plan. These will be reviewed for compliance with guidelines set forth in Section 5: Rules Governing Products & their Sales.

During the season Vendors may request to add products to their Plan before they bring them to a Market. Any new product may be subject to DTE approval for sale and the Vendor may be required to submit samples for a tasting and review of ingredients.

Criteria for adding products include the following considerations:

- Does the product conform to product criteria set forth in Section 5?
- Is it in a category related to the Vendor's product line?
- Does the product have an interesting taste profile?
- Will the product be a good addition and complement to the Market?

Market Behavior

Public courtesy is important. If a customer complains about a Vendor's behavior, we will notify the Vendor about the concern first by phone or e-mail and then with a follow up letter. We will listen to the Vendor's explanation and determine whether further action is necessary. If there are repeated customer complaints about a Vendor, the Management may levy a penalty and, after two written warnings, may expel the Vendor from the Market. The decision of Management is final.

Unprofessional conduct towards a shopper, fellow vendor, or Down to Earth staff member may result in a \$100 fine with no warning.

If a Vendor is found to have misrepresented their operation, or repeatedly violates Market rules, they will be informed in writing. If after two such notifications the situation is not remedied to Management's satisfaction, the Vendor may be expelled from the Market.

Pets

Vendors are not permitted to bring any pets to the market. If a vendor brings a pet to the market, they will be subject to a \$50.00 fine with no warning.

Vehicles in the Market

Once your vehicle is stationary, turn off the motor. If you use a refrigerated unit, it must not create unreasonable noise or fumes. Each Market has unique parking arrangements and there is no guarantee that Vendors will be able to keep their vehicle next to their stand.



Dangerous or irresponsible operation of a motor vehicle in the market will be subject to a \$200 fine with no warning.

SAFETY IN THE MARKET

Securing Tents

Market safety is our number one priority, and good practices must be habitual. **Weight and tie down requirements are in effect 365 days per year in all weather conditions and fines for non-compliance will be issued without warning.**

Refer to [https://downtoearthmarkets.com/pdfs/vendocs/8_Vendor%20Flyer_Tent%20Weights%20&%20Violations%20Ed_2019.pdf --] for our complete tent weight and tie down requirements. It is each vendor's responsibility to assure their tents are sufficiently secured to meet Down to Earth's standards and assure their stability.

- In typical configurations, 10' tents require a total of 100 pounds of weight distributed as 25 pounds per tent leg.
- Fines will be issued immediately, and tents must be taken down, if weights are not secured in compliance with Down to Earth's requirements.
- Weights should be unloaded and appropriately positioned prior to erecting any tent or market structure.
- Tents should be immediately secured upon set up and must stay secured until the moment the canopy is released. In windy conditions, workers working alone should ask a fellow Vendor or Down to Earth staff member for assistance to set up or take down a tent.
- Elastic materials like bungees should not be used to attach weights (elastic wears out and snapping bungees are extremely dangerous). Ratchet straps, cam buckle straps, strong ropes/cords or chains are good options. All equipment used to attach weights should be of sufficient strength and in good condition (no fraying).
- Weights should be secured to the canopy frame at the upper corners, or to the center cross bar, or to the tent legs. Weights sitting on tent feet are not sufficient. Tent feet wear out and break, as do pushpins on telescoping tent legs.
- Weights must not pose a threat of tripping.
- Weight should be evenly distributed.
- Weights which are suspended should be tied or strapped to legs and not free swinging.
- If a fence is used to secure one side of the tent, this can only account for half of the necessary weight, meaning for a 10ft tent, you need an additional 50 lbs. on the front of the tent.

*****If the Market Manager determines that circumstances require all tents to come down, NO amount of weight will suffice. *****

Generators

The use of a generator is permitted provided it complies with municipal regulations and does not create unreasonable noise or fumes. Generators should be baffled when necessary.

Heaters



Vendors may use portable heaters during winter months. They must comply with municipal regulations for portable heaters. They must have a fire extinguisher at their stand.

Clean-up

Vendors are required to keep their area clean and to pick up all products, packaging and market bags that fall near their tent. **Note: Vendors must remove their own garbage, including but not limited to boxes, crates, plastic, and unsold food. Receptacles at the market are not for Vendor use.**

Failure to clean up at the end of the market day or to remove all trash from the market area will result in a \$100 fine per incident with no warning. Vendor use of garbage receptacles at the market site will be treated as a failure to remove trash.

Sanitation

Vendors and staff are expected to follow standard sanitation practices. Hands must be washed after smoking, eating, or using the toilet. Smoking and vaping are not permitted in the Market. Hair must be tied back or covered when appropriate.

Smoking or vaping in the market will result in a written warning, followed by a \$50 fine per additional incident.

Harassment

Down to Earth Markets is committed to providing an environment that is free of discrimination and harassment of any kind. Harassment includes, but is not limited to: verbal harassment, physical harassment, visual harassment, and sexual harassment. Any and all conduct that may reasonably be interpreted as harassment, whether or not the conduct meets the legal requirements of harassment, is prohibited. Vendors and their staff members should inform Down to Earth Markets immediately of incidents of harassment towards them in the farmers markets. Down to Earth Markets will not tolerate harassment by Vendors or their staff members of other Vendors, vendors' staff, shoppers, or Down to Earth Markets staff, and will seek immediate redress, which may include permanent removal of the harasser from the market or expulsion of the Vendor from the Market. The decision of Management is final.

Section 5: Rules Governing Products and Their Sale

GENERAL CONSIDERATIONS

Licenses, Permits & Labeling

Various Federal, State and Local licenses and permits are required for farmers growing nursery stock and processing meat and dairy products. All fishing is subject to licensing. Vendors who make food to take home, to consume on site or make animal food are also subject to various Federal, State and Local licensing requirements.

Vendors selling at a Down to Earth Market Farmers Market are responsible for complying with all Federal, State, or local regulations governing the sale of their products including, but not limited to:

- Labeling
- Permits/Licenses/Certificates
- Portioning and Sampling on site
- Processing and Packaging



- Temperature regulation

(See Section 8: Resources - Checklist Permits/Licenses/Certificates Required for Farmers' Market Sellers)

Copies of licenses and permits must be available at a Vendor's stand every Market Day.

Selling Purchased Regional Farm Products

If there is insufficient quantity of certain product(s) in a particular market, Vendors who do not raise or process them may be granted permission to purchase specific items from a farmer in the region.

- Vendors must obtain permission in writing prior to adding any resold products.
- Signs must be used at the point of sale to identify purchased items indicating the actual farmer's name and the town and state where the farm is located.
- Requests to sell these products must be submitted annually.

Processed Food

All processed foods, whether intended for home consumption or prepared for eating on-site must be made in a licensed facility. The producer of the food is required to have their own licenses which may be in addition to the facility license if the facility is a rented, shared, or incubator kitchen. Certain non-hazardous foods may be made under a Home Kitchen Exemption. Home-canned or jarred fruits, vegetables, pickled products, sauces, relish, and other low-acid foods are not allowed to be sold unless processed under a Department of Agriculture and Markets approved processing method at an inspected facility.

See Section 8: Resources - Permits/Licenses/Certificates Required for Farmers' Market Sellers.

Perishable Products

Cold perishable products must be held below 40°F. Frozen products must be held below 32°F and must remain frozen for the duration of the Market. Hot products must be held above 140°F. Eggs must be kept in coolers below 45°F. The cold or hot chain must be maintained from time of processing to time of sale. No perishable product may be held in the "danger zone" of 40 – 140 degrees Fahrenheit.

See Section 8: Resources - Food Safety for Farmers Markets

Freshness of Produce

Produce for sale must be grown, harvested, and cared for post-harvest so customers get fresh produce. Over-ripe fruit that is useful for processing (e.g., sauce tomatoes) must be labeled as such. Management has the right to ask a Vendor to remove low quality items.

Integrity of Product

Produce and processed foods cannot be labeled as organic unless certified by a nationally recognized certification agency. Signage at the stand should reflect these federal laws.

No Genetically Modified Crops or Ingredients are allowed for sale.

Added hormones or prophylactic use of antibiotics are not permitted in meat or dairy products.

No preservatives, artificial ingredients, or industrial emulsifiers are permitted in products sold.

Sampling and Tasting



Vendors are encouraged to sample their own products at farmers markets, provided they follow General Guidelines for Food Sampling at Direct Marketing Venues found in Section 8

Sampling may be suspended in accordance with rules or guidelines set for by local and state authorities due to public health emergencies.

Taxes

Sales tax for such items as, but not limited to, bedding plants and non-food items (e.g., painted pumpkins) is the responsibility of the Vendor.

Scales

Vendors are required to have their scales certified and sealed: in Westchester by the Westchester County Department of Consumer Affairs; in New York City by the NYC Department Consumer Affairs; or by another applicable governing agency.

Packaging

Down to Earth Markets seeks to reduce the use of plastic packaging in general and encourages Vendors to seek alternatives and use the least amount of packaging required for safety and convenience. **Plastic Bags**

Producers may not use or offer plastic shopping bags, commonly called “T-shirt bags,” or any plastic shopping bag with a handle. Vendors are permitted to sell branded reusable bags but no other branded merchandise, unless given express permission.

- Certain products, such as raw meat, hot food, raw fish, or pickles may be packaged in a plastic sleeve bag to contain leaks.
- Producers may use or offer jumbo plastic bags, commonly “blue bags,” for wholesale produce orders.
- Producers may use or offer plastic produce bags, commonly on a roll, for items sold loose like fruits and vegetables.
- Producers may use or offer paper bags, BPI certified compostable bags, reusable fabric bags. Producers may charge a fee for paper or BPI certified compostable bags.

Pre-sale Packaging

Producers may not use pre-sale packaging, such as containers, clams, trays, cartons, bottles, boxes, and lids, composed of plastic types #3 (PVC, polyvinyl chloride), #6 (PS polystyrene or Styrofoam), and #7 - (PC, polycarbonate).

- Vendors can appeal for a limited stay of compliance with this rule based on hardship, such as difficulty, after due diligence, in acquiring Pre-sale Packaging composed of alternative plastic types.

Styrofoam Products are not allowed for dispensing drinks or for packaging goods for sale.

Utensils and Condiments: Vendors selling prepared foods are not permitted to provide disposable utensils, stirrers, condiment packets, or napkins to customers unless requested.

PRODUCTS

Baked Goods

Down to Earth Markets encourages the use of at least 30% Northeastern grown grains in all baked goods offered at Markets. Fruits and vegetables incorporated into baked goods must be sourced from regional farms, either directly or through distribution. Evidence of the farm sources must be presented to DTE in the form of invoices or comparable means.



It is preferred that items be pre-wrapped and labeled. If you choose not to, the items are to be kept covered under domes or behind a guard so as not to be contaminated. Baked goods transported to the market in bakery racks must be placed at least 10 inches above the ground.

Having an improperly covered or uncovered display will result in a written warning. After a warning has been issued, continued non-compliance will result in a \$50 penalty per incident.

Ingredient lists must be on display next to unwrapped items.

Products with perishable ingredients such as quiche must be kept in coolers below 40° F.

Meat and Poultry

Cuts of meat and poultry may be sold only by the farmer raising the animals. Processed meat products, (e.g., sausage, meat pies) may be sold by properly licensed small-scale food makers. In such cases the meat must be purchased from small to mid-sized regional farms raising animals using non-industrial methods. Proof of origin of the ingredients must be provided in the form of invoices or comparable means. Down to Earth Markets may request slaughterhouse records from time to time to assure that all animal products sold at Market are processed in accordance with USDA and NYS Department of Agriculture and Markets regulations.

Fresh meat must be kept in coolers below 40° F. Frozen meat must be kept below 0° F and not allowed to thaw.

Dairy

Dairy products including such items as fluid milk, fresh and aged cheese, and ice cream may be sold by the farmer or a small batch food maker. When a processor makes such products, the milk must be sourced from small to mid-sized regional farms. Proof of origin of the ingredients must be provided in the form of invoices or comparable means.

Cheese may be sold by several types of businesses: farmstead cheesemakers using milk from their farm; artisanal cheesemakers who purchase milk from local farms and cheese businesses that age cheese made by local cheesemakers.

Cheesemakers may cut cheese wedges from larger blocks and wheels using recognized sanitary methods. The cheese must be weighed on site on a certified scale. Alternatively, cheesemakers may pre-wrap, weigh, and label in a licensed facility according to NYS Dept. of Agriculture and Markets sanitary & labeling requirements. Cheese blocks or wheels that are cut on site must be stored under a covered display dome or in coolers to protect from insects and weather. Perishable cheese products must be held below 40°F.

Having an improperly covered or uncovered display will result in a written warning. After a warning has been issued, continued non-compliance will result in a \$50 penalty per incident.

Eggs

Eggs must be washed before selling and kept at 45 °F in coolers. No eggs can be left out of coolers for sale or display purposes.

Fish & Seafood

Fish may be sold whole, filleted, or precut by the fisher or a third-party processing facility. All processing must take place in a licensed facility. Wild caught or freshwater aquaculture fish raised by the Vendor may be smoked or processed on or off-farm, under the



appropriate license. Bona fide fishers may purchase items they do not catch with permission from Down to Earth. In such cases the fish or seafood must be caught by local fishers operating out of the same or nearby ports. Proof of origin of the seafood must be provided in the form of invoices or comparable means.

The cold chain must be maintained from time of catch to time of time of sale at the market. Fish may NOT be cut at the market without proper sanitary facilities.

Cider and Fruit Juices

Farmers packaging juice and cider must grow at least 60% of the fruit in these items. Vendors making fresh juices must source at least 60% of their ingredients from local farms. The fruit may be pressed off farm at a licensed facility. All rules regarding pasteurization must be followed. Purchased fruit must be from regional farms. Proof of origin of the fruit must be provided in the form of invoices or comparable means. The name of the processing facility and copies of their licenses must be submitted to the DTE office.

Alcoholic Beverages

These include wine, beer, hard cider, and spirits. Alcoholic beverages may be sold by the bottle or case by the producer only (alcoholic beverages made by a co-packer may not be sold in a DTE Market). If the producer is not a farm and purchases ingredients, they must follow rules promulgated by the appropriate NYS Department for Farm Wineries, Breweries, Cideries and Distillers. The required percentage of ingredients must be grown in New York State. Proof of origin of the fruit must be provided in the form of invoices or comparable means.

Vendors offering tastes and selling to the public must take appropriate means to assure they are not offering tastes or selling to minors.

Dried Fruit

Dried fruit may be sold by the farmer or a small-scale processor. Farmers may have their fruit co-packed at a licensed facility. Processors must purchase their fruit from regional farms only. Proof of origin of the fruit must be provided in the form of invoices or comparable means. Licenses of co-packers must be submitted to the DTE office.

Bedding Plants and Cut Flowers

These items must be grown on the Vendor's farm or nursery. Appropriate licenses must be submitted to the DTE office.

Honey and Bee Products

Honey and beeswax candles may be sold by a Vendor who owns hives and processes or contracts out the processing of their honey, or by a farmer who allows a third-party beekeeper to manage hives on their land. Vendors may request permission to resell honey from a local producer if none is sold at the Market(s) they participate in. All honey must be locally produced, small scale, 'clean' and non-industrial in nature. Honey must either be labeled with the beekeeper's name and address or with a label which states: "distributed by," the farm name and address, the origin of the honey, and the weight of the product. The number and location of owned hives must be indicated on the crop-plan.

Maple Products

Syrup must be gathered from the Vendor's trees and processed by the Vendor. If no Vendor is producing maple product, another Vendor can request permission to resell from a local source. This item must appear on the crop plan. All maple products must either be labeled with the producer's name and address or with a label which states: "distributed



by,” the farm name and address, the origin of the product, and the weight of the product. All maple products for sale must be locally produced, small scale, ‘clean’ and non-industrial in nature. Proof of origin of the syrup must be provided in the form of invoices or comparable means.

Christmas Trees and Wreaths

These products can be sold when the Market extends into the winter. If a tree grower is not selling in the Market, a Vendor may be allowed to buy local trees and wreaths for sale. Proof of origin of the trees or wreaths must be provided in the form of invoices or comparable means.

Non-Food Animal Products

Products made from animal fibers or skins, e.g., knitted goods, hats, socks, sweaters, leather goods, may be sold by the farmer who raises the animals or by a non-farm maker of the goods. Farmers producing fiber or skins may contract with a third-party maker to produce finished goods under the farm name with permission from Down to Earth. A non-farm maker may purchase yarn or skins from regional farms. Proof of origin of the fiber or skins must be provided in the form of invoices or comparable means.

Soaps and Body Products

Soaps and body products made using essential oils, plants, and flowers may be sold. This is one of the few non-food items allowed. Down to Earth Markets will consider these items when they have a link to local agriculture. All soaps and beauty products for sale must be locally produced, small scale, ‘clean’ using non-industrial ingredients found in nature. Vendors must grow or purchase herbs and plant additives from regional farms. The use of Sodium Laurel Sulfate, Propylene Glycol, Benzoic Acid or Benzyl, Parabens, Synthetic Colors, and/or Synthetic Fragrances is not allowed.

Crafts

Hand crafted items made from reclaimed, foraged, or locally farmed materials may be sold at markets at the discretion of Down to Earth Markets. These items can only be sold by the craftsperson, resellers are not permitted. Jewelry and clothing sales are not permitted.

Pet Food and Treats

Pet food and treats are permitted when sourced from local ingredients and processed in accordance with USDA and NYS Department of Agriculture and Markets regulations.

Section 6: Penalties & Fines for Non-Compliance

The Policies and Rules written for Down to Earth’s Farmers Markets provide guidelines for an orderly, safe and customer-friendly marketplace. They assure shoppers that the Vendors are proper businesses following usual and customary rules and regulations required by State and Local government and regulatory agencies. We believe that Vendors would generally agree with this objective and willingly comply with these rules. However, it may be necessary from time-to-time to impose penalties for non-compliance with these Policies and Rules.

Some communities or agencies hosting Down to Earth Farmers Markets impose their own Policies, Rules and Fines. In these cases, the local rules pass through to our Vendors and the hosting municipality or agency may reserve the right to impose their fines directly.



Down to Earth Site Managers have the authority to issue penalties to Vendors for conduct that violates Policies and Rules. **Vendors have the right to contest penalties but must do so in writing within ten (10) days of a violation being issued.** Vendors must pay any fines by the due date on the invoice where the charge appears.

DOWN TO EARTH MARKET PENALTIES FOR NON-COMPLIANCE

INFRACTION	FINE
No farm/business sign posted	\$50.00
No prices or product identification signs posted	\$50.00
No label or incorrect label	\$50.00
No scale, uncertified scale or failure weigh products sold by weight	\$100.00
Failure to clean up at end of day / remove trash (NO WARNING GIVEN)	\$100.00
Smoking/vaping in the Market	\$50.00
Vendor pet in market	\$50.00
Hawking / aggressive selling practice	\$50.00
Displaying/dispensing plastic shopping bags (NO WARNING GIVEN)	\$50.00
Late arrival to Market	\$50.00
Early breakdown from Market (No WARNING GIVEN)	\$100.00
Unsafe operation of motor vehicle within Market (NO WARNING GIVEN)	\$200.00
Unsafe, unsecured, or inadequately secured tent (NO WARNING GIVEN)	\$100.00
Uncovered baked goods, prepared foods, cheese	\$50.00
Vending without proper permits or expired permits	\$100.00
Unprofessional conduct (NO WARNING GIVEN)	\$100.00

NYC DEPARTMENT OF PARKS & RECREATION PENALTIES FOR NON-COMPLIANCE

Down to Earth Market holds concessions for Farmers Markets in various NYC Parks. Per the terms of our contract with the NYC Dept of Parks & Recreation, Vendors must comply with the Policies and Rules set forth in those agreements. Vendors may, upon request, review the terms of our contract with Parks. Vendors are subject to the terms of Down to Earth Market's Concession Contract with Parks, including the penalties listed below. In the event a vendor is responsible for an infraction or a penalty that is levied against Down to Earth Market, Down to Earth Market will notify the offending vendor to correct the infraction and bill the vendor for any fine incurred.

New York City farmers market vendors may be subject to the following schedule of violations.



INFRACTION	FINE
Unauthorized items or merchandise	\$150.00
Missing or unauthorized price list	\$250.00
Overcharging	\$350.00
Expanding	\$350.00
Blocked exits	\$350.00
Improper disposal of noxious liquids, debris, etc.	\$350.00
Structures leaking fluids	\$350.00
Booth or unit obviously damaged or in poor repair	\$250.00
Unauthorized advertising	\$350.00
Roving or vending at unauthorized location	\$250.00
Improper storage	\$350.00
Graffiti, dirty merchandise vending unit or premises	\$350.00
Vending food or beverages without valid permit	\$350.00

Section 7: Supplemental Nutrition Programs & Incentive Coupon Policies

SUPPLEMENTAL NUTRITION PROGRAMS

Down to Earth Market participates in various Federal, State and Local food access programs. We participate in these programs because we believe it is important to provide everyone with access to fresh produce and market products. **IT IS MANDATORY THAT VENDORS REGISTER FOR AND PARTICIPATE IN THE PROGRAMS THAT COVER THEIR PRODUCTS.**

SNAP

The Supplemental Nutrition Assistance Program (also known as SNAP, formerly Food Stamps), provides recipients with monthly benefits through an EBT card that can be used like a debit card to buy produce and other food products. The Down to Earth Site Manager processes the shopper's card transaction and gives the shopper wood or plastic tokens equivalent in value to the amount the shopper withdrew from their SNAP account. The shopper uses tokens like cash to make their purchases at the Vendor stands (except that no change is given). Vendors redeem the coins with the Site Manager and receive a written receipt for the credit. Vendors will only be reimbursed for tokens issued by Down to Earth Markets. Be careful to check for our logo and ask the Site Manager if a shopper offers an unfamiliar token. The credit is then applied to the Vendor's open balance with Down to Earth or issued as a check if there is no open balance. Down to Earth processes SNAP as a convenience for vendors and retains a 10% service fee to defray the cost of administering the program. A vendor that does not wish to go through Down to Earth may set up their own SNAP processing account. See Section 8: Resources for more information.

ALL FOOD PRODUCTS MAY BE PURCHASED WITH SNAP TOKENS EXCEPT THE FOLLOWING:



- NO alcoholic beverages
- NO tobacco products
- NO vitamins/supplements/medication
- NO food to be consumed on site or hot foods (food truck, restaurant, or fast food)
- NO things that cannot be eaten
- NO pet foods

Farmers Market Nutrition Program

This program includes the WIC Farmers Market Nutrition Program and the Senior Farmers Market Nutrition Program. It provides benefits to eligible women, infants, children, and seniors through "checks" that can be used at farmers markets to pay for fresh, locally grown fruits and vegetables. Only farmers growing fruits and vegetables are eligible for this program. They must register and receive training with NYS Department of Agriculture & Markets. FMNP checks are valid between June and November. They must be redeemed by the farm following the instructions provided by the State when they register for the program. *See Section 8: Resources for more information.*

HealthBucks and FreshConnect Programs

HealthBucks (NYC) and FreshConnect Checks are matching \$ incentive checks provided to shoppers who use their SNAP benefits at the farmers market. They may be redeemed at all Down to Earth Farmers Markets and any other participating farm stand or farmers market.

- HealthBucks are issued by the NYC Department of Health and distributed at Down to Earth's NYC markets. Shoppers get \$2 for every \$2 withdrawn, up to \$10 per day. They are valid only for fresh fruits and vegetables and must be redeemed by the Vendor (no program registration required). They expire annually on December 31st.
- FreshConnect Checks are issued by NY State and may be used by SNAP customers and/or Veterans, Service members and their military families to purchase any SNAP eligible food. Shoppers get \$2 for every \$2 withdrawn up to \$50 per day. The checks expire annually on December 31st and must be redeemed by the Vendor (no program registration required).

Vendors are reimbursed directly by the State or City for Farmers Market Nutrition Program checks, Health Bucks and Fresh Connect checks via a Universal Redemption Form submitted by them, with the coupons, to the Farmers Market Federation of New York. Down to Earth can provide you with the redemption form should you need a copy.

See Section 8: Resources for more information.

Local Food Coupon Programs

Ossining Farmers Market

The Ossining Food Pantry distributes coupons for use at the Ossining Farmers Market. Vendors must sign a participation agreement and provide their mailing address when they register for the market the first time. Vendors turn the coupons in to the Site Manager at the end of the market day with a redemption form that lists their company name and the total number of coupons. Vendors get an email receipt from Down to Earth, and the Ossining Food Pantry mails checks directly to the Vendors. All food products except alcoholic beverages can be purchased with these coupons.

DOWN TO EARTH COUPONS & GIFT CARDS



Down to Earth Market periodically distributes incentive coupons and gift cards through various sources to stimulate sales at various markets. The denomination of these coupons varies as does their design. In all cases the DTE logo will be prominently included on the coupon.

There is no limitation on what products can be purchased with these coupons. Coupons are redeemed with Down to Earth, and reimbursement is made through a credit to open balances on a Vendor's account or by check if there is no open balance. No service fee is applied.

Section 8: Resources for Your Convenience

Guidelines for Securing Market Tents

https://downtoearthmarkets.com/pdfs/vendocs/8_Vendor%20Flyer_Tent%20Weights%20&%20Violations%20Ed_2019.pdf

NY Bag Waste Reduction Law (plastic bag ban):

<https://www.dec.ny.gov/chemical/50034.html>

Permits/Licenses/Certificates Required for Farmers' Market Sellers:

<http://www.nyfarmersmarket.com/wp-content/uploads/Vendor-Permit-Requirements.pdf>

Food Handlers Certification:

<http://www.servsafe.com/ss/regulatory/default.aspx?aliaspath=/Special-Pages/ssredirect>

Food Safety for Farmers Markets:

extension.purdue.edu/extmedia/EC/EC-740.pdf

General Guidelines for Food Sampling at Direct Marketing Venues:

<https://static1.squarespace.com/static/5e70ea6d10d5dc73a27d1184/t/5f15ae7586d0bd2d8f484144/1595256437925/Guide-for-Food-Sampling+%282%29.pdf>

SNAP guidelines:

<http://otda.ny.gov/programs/snap/>

About the Farmers Market Nutrition Program:

<http://www.health.ny.gov/prevention/nutrition/fmnp/index.htm>

Apply to accept Farmers Market Nutrition Program and Fresh Connect checks:

<https://agriculture.ny.gov/farming/selling-products-farmers-market>

About Health Bucks:

<https://www.nyc.gov/site/doh/health/health-topics/health-bucks.page>

NY State Credit Card Surcharge Guidance:

<https://dos.ny.gov/business-resources>

Please acknowledge your consent to Down to Earth Market Policies & Rules below.



Name

Title

Signature

Date

Company Name