



**FRESHFARM**

FARMERS MARKETS

# 2020 Rules & Procedures Product Guidelines

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## Statement of Purpose

FRESHFARM is a non-profit that promotes sustainable agriculture and works to improve food access and equity in the Mid-Atlantic Region. We do this by operating producer-only farmers markets that provide vital economic opportunities to local farmers and food producers and through innovative philanthropic outreach programs that educate the public about food and related environmental issues.

The organization is dedicated to building a sustainable, regional foodshed in the Mid-Atlantic region and to educate people about the benefits of sustainable agriculture. FRESHFARM emphasizes the direct connection between local food choices and the quality and health of our environment and daily lives. In addition to our Farmers Markets, we operate programming in Farmer Support, Food Access, and Education & Outreach. You can learn more about this work at [freshfarm.org](http://freshfarm.org).

FRESHFARM favors farmers who cultivate the land using sustainable agricultural practices or raise livestock using humane and sustainable practices. By providing these farmers with direct markets for their products, FRESHFARM helps sustain the regional farm economy and helps ensure the future of farming in the Mid-Atlantic. FRESHFARM also selects a limited number of value-added producers that use local agricultural products. The Rules & Procedures and Product Guidelines are used to ensure the integrity of all products sold at FRESHFARM Markets. All business selling at our markets must adhere to these rules.

## Eligibility

FRESHFARM only admits businesses that abide by our producer-only and local requirements, and that meet our standards of quality, sustainability, and appropriateness for our farmers markets. Those that fail to meet these requirements and standards will not be admitted to sell at markets, or may be expelled from markets if they fail to maintain compliance.

### Producer-Only Requirement

All businesses selling at FRESHFARM Markets must exclusively sell products that they have grown or produced. Absolutely NO resales or third-party sales are allowed. Such sales will be grounds for immediate suspension and/or expulsion from the market. Contract growing agreements with other farms or lease arrangements in exchange for product do NOT qualify a business as producer-only. Products produced must be grown or made by employees on the applicant's payroll. Equipment, pesticides, fertilizers, etc necessary for growing and production must have been purchased or rented by the applying business.

### Local Requirement

FRESHFARM works to support local agriculture and improve the quality of life in Washington, D.C., Maryland and Virginia. **Participation in the farmers markets is only for regional farmers who sell what they grow, raise or produce on their farm, and for local producers who make products featuring agricultural foods from the Mid-Atlantic region, including Delaware, Maryland, Pennsylvania, Virginia and West Virginia, and preferably within a 200-mile radius of Washington, D.C.**

### Sourcing Verification

FRESHFARM is committed to verifying that products sold at our farmers markets are local to the Mid-Atlantic in origin. **All farms are visited to verify that they are growing, raising and or producing what they sell at market. All producers selling value-added food products or concessions of any kind must demonstrate to FRESHFARM that they are sourcing as many ingredients locally as is feasible. FRESHFARM gives strong preference to producers and**

**concessionaires who make good-faith efforts to maximize the use of local ingredients** (produce, meat, butter, honey and eggs, for example) in value-added foods sold at market. Preferably, at least 75% of the products available should feature local agricultural ingredients. FRESHFARM reserves the right to restrict the products a farmer or producer sells at market should the sourcing or quality of the product fail to meet our standards. In order to maintain the integrity of our markets and mission we reserve the right to audit producers to verify their local sourcing at any time, including a request for invoices and receipts for non-local ingredients. Failure to comply could lead to suspension, expulsion or non-admittance the following season.

**Throughout the market season, producers are required to submit sourcing documentation to FRESHFARM at least once a month** by sending invoices and receipts to [locallysourced@ffm.org], demonstrating their sourcing relationships with local farms. **Sourcing documentation must include the item(s) and quantity purchased, the contact information for the farms selling the ingredients AND identify where the transaction occurred (i.e. farmers market, wholesaler, co-op etc).** FRESHFARM will contact sources to verify the relationship and the amount of product sold.

Producers shopping for ingredients at FRESHFARM markets will have access to paper receipt forms (see addendum) to document the item and quantity purchased from farmers. Producers who trade and barter for ingredients with farmers at market should use the paper receipt to document the trade. Producers may submit FRESHFARM-provided receipt forms to [locallysourced@ffm.org] in addition to invoices and receipts provided by farmers.

## **Product Eligibility & Guidelines**

### **Overview**

If you are NOT a Farmer, you may be considered eligible to sell at FRESHFARM Markets as a Producer in one of the categories listed below. **Producers at FRESHFARM Markets are required to source locally wherever possible and provide a list of sources with contact information when applying to markets.**

Products not specifically listed under the FRESHFARM Markets Product Guidelines will be reviewed on a case-by-case basis and admitted at the discretion of the market team. If a farmer or producer wishes to add product(s) to their market offerings during the market season they must inform market management and have the product approved before selling the product at market. If non-approved products are brought to market, management will request they be removed from the market immediately.

FRESHFARM strives to maintain a high level of quality at all markets and producers of prepared foods, baked goods or value-added products must supply samples upon request prior to acceptance to any FRESHFARM Markets.

**Alcohol:** Beer, hard cider, wine, and mead should be made locally and exclusively from local fruits, grains, and honey, either grown by the vendor or obtained locally. Kombucha should be flavored with seasonal, locally sourced ingredients.

**Baker:** makes freshly baked goods from scratch, using seasonal ingredients from the region as much as possible. Since 2015, FRESHFARM has required bakers to begin to integrate local grains in breads and

baked goods sold at FRESHFARM. No commercial mixes, crusts, or flavored fillings may be used. Baked goods to be sold at market should highlight local produce and seasonal ingredients. Bakers who use local eggs, grain, butter, dairy, and produce are given preference.

**Community Supported Agriculture:**

- If you plan on using a FRESHFARM market as a pickup site for your CSA, you must inform FRESHFARM when you apply at the start of the market season. This includes all forms of CSA: fruit and vegetable, meat, dairy or egg, as well as farmstand CSA (wherein customers have a credit with the farmer and can select what they want each week).
- There is 6% fee for using a FRESHFARM market as a pick up site. (See page 16 for fee structure).
- The Producer-Only rule applies to CSAs at market.

**Cider (non-alcoholic):** Cider must be produced from the farmer’s own fruit, but may be processed off-farm in a facility that ensures the cider is made with the local fruit. Contact information for the mill where the cider is pressed and processed must be provided to FRESHFARM management.

**Coffee Roasters:** FRESHFARM distinguishes coffee production as an entity exclusive to itself, exempt from the locally grown/produced restrictions otherwise outlined, as coffee is not a native crop in the region. To comply with FRESHFARM standard of operation, coffee producers must provide documentation to confirm that coffee beans are sustainably sourced by the supplier and locally roasted. Milk for coffee served at markets must be local. Facilities are subject to FRESHFARM site inspection as outlined on page 12.

**Dairy:**

- a. Fresh Milk:** Fresh milk, cream, or buttermilk must be 100% from the farmer’s own herd. Exotic/out-of-region flavorings may be purchased and used minimally (e.g., chocolate for chocolate milk). On a case-by-case basis, and with prior approval and appropriate vetting, FRESHFARM permits dairy farmers in the off-season to process milk from another farmers’ herd for sale at market.
- b. Cheese and Butter:** FRESHFARM accepts both farmstead (made from dairy from the farmer/producer’s own herd) and artisanal (made from dairy purchased by the producer from a local farm) cheese and butters. For artisanal cheese or butter, all milk purchased must be from regional farmers. The cheese/butter maker must provide contact information for the farms from which the cheese maker is buying the milk on their application. A dairy farmer selling farmstead cheese made from their milk by a regional cheese maker must provide contact information for the location where the cheese is made on their application.
- c. Yogurt and Frozen Dairy Products:** Yogurt and frozen dairy products must be made with milk produced by the farmer or sourced from a regional farmer. Locally available flavoring agents (e.g. fruit or honey) must be sourced locally. Exotic/out-of-region flavorings (e.g., chocolate, avocado and pomegranate) may be purchased and used minimally. 75% of flavors must be local.

**Dried Fruits and Vegetables:** Dried fruits and vegetables must be from the farmer’s own produce. If fruits/vegetables are dried off-farm, the farmer must supply information about location (name, address, and telephone number) where they are dried on their application under co-packer use.

**Eggs:** Eggs must be from the farmer’s own fowl. No re-sale of another farmer’s eggs is allowed by any

farmer or producer. Preference is given to eggs from pastured chickens.

**Merchandise:** The intent of FRESHFARM is for farmers and producers to sell fresh food, food prepared from local agricultural products, and non-food items made from local agricultural products. On a case-by-case basis, we will allow farmers and producers to sell merchandise (e.g., t-shirts, bags, cookbooks, etc.). This merchandise must constitute a small portion of the product mix. All merchandise must be approved by management before selling at any FRESHFARM market. All merchandise must be made in the USA.

**Fish and Shellfish:** Fish and shellfish must be raised or caught by the fisherman/waterman from local waters. Farmed fish or shellfish will be considered on a case-by-case basis. Fisherman/waterman must hold a commercial fishing license and submit a copy of the license. Contact information for any facilities where fish and shellfish are processed must be provided to FRESHFARM Markets management.

**Flavored Vinegars & Condiments:** Flavored vinegars and condiments must be prepared by the farmer using his/her own produce or produce sourced from local farms. A limited amount of out-of-region ingredients may be used in these products, provided that the vast majority of ingredients are from the farm.

**Flowers, Plants, Trees, and Soil:** Flowers, plants, bedding plants, and trees must be from the farmer's own farm or greenhouse. Farmers/producers must start bedding, potted plants and flowers either from seed, cell pack, bulbs, cuttings, or plugs or received dormant (e.g. azaleas, hydrangeas, and roses). Compost, mulch and custom potting mix must be homemade of material grown, processed or gathered predominantly by the farmer.

**Frozen Non-dairy Fruit Products:** Frozen fruit products (e.g., sorbets and dairy-free ice pops) must be made by the farmer or producer. Flavoring agents (e.g., fruits) must be from the farmer's or producer's own production or purchased from a local farmer. Exotic/out-of-region flavorings (such as vanilla, chocolate, and citrus) may be purchased and used minimally and only as necessary in the product. Preferably, at least 75% of products available should feature local agricultural ingredients. No commercial products or mixes may be used.

**Grains and Grain Products:** Locally grown grains that may be sold at market include but are not limited to barley, oats, rice, rye, corn, and wheat. Granola, baking mixes, meal, and flour prepared by the farmer or producer must be made from fresh and local produce when available; exotic/out-of-region ingredients (such as olive oil) may be purchased and used minimally and only as necessary. No commercial products or mixes may be used. Dried fruit for granola must be produced by the farmer or producer or purchased from a regional farmer. If grains are not milled on-site, then farmer must provide contact information for the business that is milling the grains in their application under co-packer use.

**Honey:** Honey must be from the farmer's own hives, but may be processed off-farm. The farmer must provide FRESHFARM with the name, address and telephone number of the facility where the honey is processed in their application.

**Meat:**

We encourage livestock farmers and meat processors to use humane practices and preference is given

to pasture-raised meats.

All meat sold at FRESHFARM markets must be made, processed and packaged in USDA-inspected facilities except when federal or state and county exemptions allow legal sale of meat without inspection. Farmer must provide FRESHFARM with facility identification numbers and slaughter receipts when requested. FRESHFARM management may contact the facility by phone or make a site visit to verify the processing. All packaging must display USDA-required labeling except where there is a legal exemption from such labeling.

**Livestock Farmers:** All meat products must be 100% from the animals raised from weaning by the farmer. Animals may be butchered and/or processed off-farm. The farmer must provide copies of any processing permits and contact information for any processing facilities used during the market season in their application.

**Meat Processors:** All meats must be raised by farmers in the region defined by FRESHFARM (VA, WV, MD, DE, PA; preferably within a 200-mile radius of Washington, D.C) and humanely raised and processed. All meat sold at FRESHFARM Markets must be clearly labeled with the farm of origin (the farm that owned the livestock), regardless of whether it is the farmer's product or a processed product. All meat products sold must carry the identification of the individual farmer either on the label or on clearly visible signage at every market alongside Meat Processor identification. The names, addresses, and telephone numbers of all farmers for whom meat is processed must be provided as part of the FRESHFARM application process.

**Pasta:** Eggs for the pasta must be from the farmer's fowl or purchased from a local farmer. Preference is given to pasta makers who use local grains and potatoes. Fillings for the pastas must be from the farmer's own produce or purchased from a local farm. Exotic/out-of-region ingredients (such as olive oil and imported wine or cheese) may be purchased and used minimally and only as necessary.

**Preserved Fruits and Vegetables:** Preserved fruits and vegetables must be from the farmer's own produce. If processed off-farm, the farmer must supply FRESHFARM with the name, address and telephone number for the facility where the produce is processed.

**Preserves, Pestos, Jams, Fruit Butters, Syrups, Salsas:** Preference will be given to farmers making preserves, pestos, jams, fruit butters, syrups, and salsas from fresh fruits and vegetables grown on their farm. Products in this category will be reviewed on a case-by-case basis. Artisanal producers in this category must source the primary ingredients in these products from regional farmers. Exotic/out-of-region ingredients (e.g. olive oil and vinegar) may be purchased and used minimally.

**Produce:** All produce, defined as fruits, vegetables, mushrooms, herbs, grains, and beans/legumes, offered for sale at FRESHFARM Markets must be 100% grown by the farmer. The re-sale of produce is strictly prohibited. FRESHFARM's Producer Only standards also apply to secondary leased property and farmers may only sell produce that they themselves grow and produce.

**Seasonal Farm Products and Crafts:** Seasonal farm products and crafts produced from materials grown or gathered on the farm by the farmer, such as flower or herb bouquets or wreaths and foraged plant materials are allowed at the market team's discretion, on a case by case basis. Christmas trees sold at FRESHFARM Markets must be grown by the farmer.



**Soaps, Skin Care, and Candles:** Soaps, skin care, and herbal products include fresh and dried herbs, creams, spritzers, powders, lip balms, and scrubs. Soaps and herbal products must highlight regional produce. Candles using beeswax produced by one's own beehives may be sold only by farmers who also sell honey and other apiary products from their own beehives.

**Specialty:** Other regional agricultural products that are not currently available at market and are an important specialty crop in our region will be considered on a case-by-case basis.

**Wool:** Wool must be from the farmer's own sheep or purchased from regional farms, but may be carded, cleaned, or spun off-farm. No more than 25% of exotic, out-of-region, fibers may be added to the yarn during processing and spinning. For products made with the farmer's wool, including blankets, socks, mittens, scarves and caps, the farmer must provide information on any processor that is involved in making these products (e.g., where are the blankets being made?) and which products the farmer is making or processing. Preference will be given to those selling wool or wool products from their own herd.

## **Food Concession Guidelines**

### **Prepared Foods:**

- a. Foods prepared off-site: Must follow the guidelines outlined in this document for the particular product. Locally available fruits, vegetables, dairy, eggs and meat in prepared foods should be from the farmer or producer's own production or sourced from regional farmer. Preference will be given to prepared foods that use local produce, dairy, eggs, grains or other ingredients where applicable. Exotic/out-of-region ingredients may be purchased and used minimally and only as necessary.
- b. Food Concessions (foods prepared entirely or partially on-site): Concessions are ready-to-eat foods that are prepared partially or entirely at market. **FRESHFARM will consider admission of a limited number of concession stands on a case-by-case basis for specific markets.**

Products must be made primarily from the farmer's own produce, dairy, meats, and cheeses, or made by producers with ingredients purchased from local farmers. Exotic/out-of-region flavorings and ingredients (such as vanilla, chocolate, olive oil, nuts and citrus) may be purchased and used minimally and only as necessary in the product. **All prepared, ready-to-eat concessions are required to adjust their offerings seasonally.** Process and equipment must meet all standards set out by the city/county/state in which that specific market exists, and any permits required must be obtained and copies submitted to FRESHFARM Markets with the farmer's or producer's annual application.

**Concessions must be served on compostable cutlery and plates. Styrofoam is strictly banned from all markets.** Two good sources for compostables are [www.worldcentric.org](http://www.worldcentric.org) and [www.acmepaper.com](http://www.acmepaper.com).

### **Application Procedures & Fees**

All farmers and producers are admitted to each market for a one-season term, meaning all must reapply annually. Historic acceptance to a market does not guarantee future acceptance to that market. For more details about the application process, please see our application instructions online.

Application fees must be paid in advance of the market season. If you have not paid the application fee by your first day at market, it will be added to your invoice for market fees. Fees can be paid by check or money order payable to “FRESHFARM Markets.” Fees cover any and all markets to which you apply (including winter markets). **All new farmers and producers will be visited before being approved to sell at any FRESHFARM Market** and thus first-time applicants pay a higher fee to cover the cost of farm/site visits.

#### **Non-refundable fees are as follows:**

- \$25 universal application fee, plus:
- \$50 fee upon acceptance, for RETURNING vendors, OR:
- \$125 site visit fee for NEW vendors. *This fee will only be charged to new vendors if FRESHFARM elects to conduct a farm/facility visit. If we schedule a visit, it means your application has made it through the first round of evaluation and a site visit is necessary to make final considerations and approvals. If you are not being strongly considered for a market, no visit will be conducted and no visit fee will be charged.*

#### Product Samples

Product samples must be provided to the market team prior to admission to sell. FRESHFARM also reserves the right to request product samples for the purpose of assessing quality to approve new products.

#### Insurance

All FRESHFARM farmers and producers must carry insurance for general liability and property damage, as well as product liability coverage, in an amount not less than \$1,000,000. The policy shall name FRESHFARM as additional insured, and shall maintain all other coverage as required by law. A copy of the Certificate of Insurance must be provided with the application. If insurance expires during the season, the farmer or producer must provide a copy of the renewed insurance policy at the time of policy expiration.

If you are a Meat Processor, all the farmers for whom you process foods that will be sold at FRESHFARM must carry insurance for general liability and product liability of not less than \$1,000,000. If you as the Meat Processor are providing insurance coverage for these farmers, a copy of the policy naming those farmers must be provided with your application as proof of insurance coverage.

#### Farm Visits and Inspections

All farmers and producers are subject to periodic farm or business visits and inspections. FFM representatives may visit any farm or establishment used by its farmer or producers during normal business hours (8:00 am-6:00 pm) to verify compliance with the producer-only requirement. *Such inspections may or may not be announced.* Upon request, a crop plan and a farm map identifying locations of crops must be submitted.

If FRESHFARM elects to conduct an audit, a 3rd Party Farm Inspector will be hired to perform the audit. The findings and material obtained by the 3rd Party Farm Inspector are for FRESHFARM's use only. After delivering the final report the 3rd Party shall keep any inspection information confidential.

FRESHFARM may use any gathered information to ensure public trust and accountability in our producer-only standards.

The farmer or producer must provide any help necessary to thoroughly document the establishment or property being inspected and the products being brought to market and/or listed in the annual application. Information such as, though not limited to real property tax bills, lease agreements, inventory, and invoices/receipts pertaining to the operation of the farm or food business may be required.

FRESHFARM may require farmers to provide photographic evidence of crops using FRESHFARM verification cameras with geolocation capabilities. When a photographic audit is requested, the farmer will have one week from the request to provide the necessary images. Tampering with or intentionally destroying FRESHFARM equipment will be grounds for disciplinary action.

Failure to permit a farm visit or inspection of an establishment used for processing product(s) may result in suspension from FRESHFARM Markets.

### Licenses/Permits

All products must comply with local, state, and/or federal health ordinances and the farmers and producers must supply documentation of such compliance to FRESHFARM. Specifically FRESHFARM requires certificates, licenses, and permits for on and off farm processing, production, operations, and facilities use, where applicable. **An application is not considered complete without the inclusion of all applicable permits for all products.**

Farmers or producers who are fined by the District of Columbia, County or State officials for violations or non-compliance with health regulations are solely responsible for paying those fines. All fines must be settled before the farmer or producer can return to sell at FRESHFARM Markets.

The following is a basic summary of required permits and how to acquire them. This information is provided for guidance only and is not all-inclusive. Farmers and producers are ultimately responsible for obtaining and providing copies of any and all necessary permits for sale and production, and including them in their application.

### **Alcohol Vendors**

Please refer to the following links for information on licensing to sell at farmers markets:

- District of Columbia: <https://abra.dc.gov/>
- Maryland: [https://mda.maryland.gov/maryland\\_products/Pages/farmers\\_market\\_dir.aspx](https://mda.maryland.gov/maryland_products/Pages/farmers_market_dir.aspx)
- MD Breweries:  
[https://mda.maryland.gov/maryland\\_products/Documents/Breweries\\_At\\_Markets\\_Info.pdf](https://mda.maryland.gov/maryland_products/Documents/Breweries_At_Markets_Info.pdf)
- MD Distilleries:  
[https://mda.maryland.gov/maryland\\_products/Documents/Distilleries\\_At\\_Markets\\_Info.pdf](https://mda.maryland.gov/maryland_products/Documents/Distilleries_At_Markets_Info.pdf)
- MD Wineries:  
[https://mda.maryland.gov/maryland\\_products/Documents/wineries\\_at\\_market.pdf](https://mda.maryland.gov/maryland_products/Documents/wineries_at_market.pdf)

**Farmers/producers selling or sampling food for immediate consumption at Virginia markets**  
You must apply for a Temporary Food Establishment License through Arlington County before selling at our markets in Ballston, Crystal City, and Rosslyn.

- For information on obtaining a license from Arlington County, please call 703-228-7400 or visit: <http://health.arlingtonva.us/environmental-health/farmers-markets/>

### **Farmers/producers selling anything other than whole uncut fruits and vegetables at our Montgomery County market**

You must obtain a Farmers Market License from those respective counties before selling at our farmers market in Silver Spring

- For more information on obtaining a license from Montgomery County, please contact Kenny Welch at 240-777-3986 or visit: <http://www3.montgomerycountymd.gov/311/Solutions.aspx?SolutionId=1-NZCEU>

### **Livestock Farmers**

The USDA requires that all meat, livestock, and poultry sold across state lines must be processed in a USDA-approved facility. Certain licenses, permits, and certificates may require documentation of this.

**Poultry Farmers** must provide documentation of the slaughterhouses they intend to utilize throughout the market season. The slaughterhouse(s) must be a USDA-inspected facility if the farmer intends to sell in interstate commerce. If the farmer operates under any exemptions that allow on-farm processing they must submit applicable permits and certifications required by their state to operate such a facility on-farm. The farmer must also submit one product label for each slaughter method they intend to utilize during the market season. Please note that the USDA requires that all poultry that is sold across state lines be processed in a USDA inspected facility. For example, poultry from a Virginia farm and sold in a D.C. market must be USDA processed.

### **Food Concessionaires**

Guidelines which food concessions are required to abide by, and permits that must be obtained, are different for each market. The individuals that hold these specific permits must be present at all markets for the Concessionaire to sell at each specific market. The permits required are as follows:

DC markets:

Guidelines: DC Special Event Food Concession (NOTE: You are not required to submit the signed form to the DC Department of Health, only to abide by the guidelines.)

Permits Required: In the District of Columbia, at least one on-site staff member must be a certified Food Safety Manager. To obtain your Food Safety Manager certification you must register for the ServSafe Manager Class and exam or any qualifying Food Safety Manager class and exam. Once you pass the exam you must take your certificate of completion, along with two forms of identification, to DC's Food Safety and Hygiene Inspection Services Division, located on the 8<sup>th</sup> Floor of 825 North Capitol Street NE. As of December 2014, the fee for a District Food Handlers permit is \$35, payable with a check or money order.

Silver Spring market:

Guidelines: Montgomery County Farmers Market Sampling Guidelines

Permits Required: Montgomery County Farmers Market License. Issued by the Montgomery County Department of Health and Human Services, Licensure and Regulatory Services (240-777-3986). Fees and license type vary depending on whether you are a farmer or a non-farmer so please consult with the county on which type of license is appropriate for you.

Montgomery County Department of Health and Human Services, Licensure and Regulatory Services  
(240) 777-3986

Crystal City, Ballston, and Rosslyn markets:

Guidelines: Guidelines for Vendors in Arlington County

Permits Required: Vendor's License & Certified Food Manager Certificate

Important Notes: Vendor must have a base of operation and must sell from a cart or conveyance.

Arlington County Public Health Division

(703) 228-7400

### Farmer Certificates, Product Plans, and Labels

Farmers and producers must abide by all applicable federal, state and local health regulations in the harvest, preparation, labeling and safety of the product(s), s/he brings to market. Farmers and producers will be responsible for obtaining and paying for any permits and licenses required by the District of Columbia and the states and counties where markets are located in Maryland and Virginia. All permits and licenses must be kept current for the entire market season.

Producers must include a copy of all applicable permits for production and sale, including those from the health department of the state or county where the products originate, as described below in the "Producer Certificates/Licenses/Permits" section. **An application is not considered complete without the inclusion of all applicable permits for all products.** Farmers and producers must have submitted all required application materials before attending markets.

A current product list must be submitted with the application. **First-time farmer applicants** to FRESHFARM Markets must provide the Farmer Certification Form, and it must be signed by your County Extension Agent or other third party inspector (i.e., USDA Organic, Food Alliance) as verification of your farmer status.

Only items listed in your completed application can be sold at FRESHFARM Markets. You must list all products that you plan to bring to market. FRESHFARM reserves the right to unselect any items for a variety of reasons including product balance and local sourcing. If you want to bring additional or new products to market that are not on your original market application, you must let market management know in writing what those products are and get prior approval from market management before bringing these products to market.

**Egg producers** must submit (1) product label they intend to use on their product for each market they apply for admission. This will also serve as a baseline for all products for sale at each farmers market the producer has applied to. They must also submit any and all certifications required by their state to be an egg producer as well applicable certifications required in the state where the producer's market operates.

**Livestock farmers** must submit produce labels for at least (1) cut of meat they intend to sell at market. This label must adhere to the product labeling guidelines as mandated under the Federal Meat Inspections Act and should serve as a baseline for all meat products sold at a farmers market.

**Poultry farmers** must also submit product labels for at least (1) poultry product that they intend to sell at market to serve as a baseline for all products. These labels should adhere to the Poultry Products

Inspection Act. The farmer must provide labels for each slaughtering process they intend to use, i.e. federal inspected facility, state inspected facility, or on-farm slaughter.

### **Market Operations**

FRESHFARM's on-site Market Managers are responsible for administering and enforcing all FRESHFARM Markets Rules and Procedures as well as public safety, space assignments, market data collection, EBT/SNAP redemption, matching incentives programs, and market public education programs. Market Managers are trained by FRESHFARM prior to the market season and are instructed to handle and resolve any issues that may arise during the markets. The FRESHFARM Markets' management has final authority in resolving issues in a civil and efficient manner.

#### **Market Opening and Closing**

Farmers and producers must arrive at least thirty minutes before the market opens and be fully set up by the time the market bell is rung. No farmer or producer may drive into the market site after the market has opened without permission of FRESHFARM Markets' management. Latecomers may be denied admission, or admitted and located at the market management's discretion. If arriving more than two hours before market opens, farmers and producers should not expect to be able to park or set up. Market management will advise regarding specific logistics for individual market sites.

All markets will open and close with the ringing of a market bell. **No sales are allowed before the market opens ("don't sell before the bell")**. At the closing bell, all farmers and producers must begin packing up to leave the market site, but may continue to sell as they pack up unless instructed otherwise by FRESHFARM management. Farmers and producers must leave the market site as soon as possible or park their vehicles in accordance with traffic laws and any posted parking signage at the market site.

#### **Parking**

Consult your market's welcome packet and market management about where to park your vehicle. During market, you must place a FRESHFARM parking permit visibly in the front windshield dash of your vehicle. Without a visible permit, we are not liable for parking violation fines. If you receive a parking ticket during market hours with your permit displayed while parked in a designated FRESHFARM parking spot, please let market staff know, and we will provide you a letter which can be sent to adjudication services.

#### **Market Delays & Closings**

FRESHFARM Markets are open rain or shine and failure to attend on rainy or poor weather days will count towards your total absences and impact decisions for future market acceptance.

Recognizing it is the mission of FRESHFARM to provide a venue for farmers and producers to sell their products, it is also our responsibility to ensure a safe market environment. The Markets team will make decisions to alter market times based on weather reports and on-site market conditions. It is the authority of Market Managers and FRESHFARM senior staff to close a market early, open a market late, or cancel a market day due to severe or inclement weather. Farmers and producers will be notified in a timely way by email and telephone. During inclement weather events, it is up to the individual farmer or producer to weigh factors and make a decision about whether or not to attend market that day. Absences due to severe or hazardous weather (not just rain) will not count against market attendance record.

### Market Coupons

FRESHFARM employs a coupon system at all of our markets in order to allow the use of SNAP (EBT/food stamps), WIC, SFMNP, and our incentive program, Fresh Match. Additionally, we use coupons to offer market promotions and gift certificates. **All farmers and producers are required to accept FRESHFARM and FRESHMATCH coupons.** A detailed description of the coupon system will be provided in market welcome packets. Please review carefully and share with ALL of your staff who will work markets. Ask your Market Managers if you have further questions about the coupons.

FRESHFARM will collect coupons at the end of each market and provide vendors with a receipt for their records. The total amount will be subtracted from vendors' percentage of sales fee for that market day. If you are unable to redeem your coupons during market, you can turn them in at the same market the following week. We ask that you refrain from bringing coupons received at one market to another market because we need to track the redemptions for each market separately. If you do have coupons from multiple markets, we will still be able to process the redemption.

Please make sure to review the coupons you receive carefully. All coupons that can be spent at our markets will say FRESHFARM. The only exception to this are the DC FRESHMATCH coupons which say DC FRESHMATCH and list FRESHFARM, Arcadia, and Community Foodworks. The DC FRESHMATCH coupons can also be accepted at FRESHFARM markets.

It is strictly prohibited to give change for any market coupons as well as to use any of the market coupons as a form or change.

### Market Tokens

As of the 2019 season, we are no longer distributing market tokens. They have all been replaced with paper coupons. However, FRESHFARM market tokens do not expire and we will continue to collect FRESHFARM market tokens at the end of each market and reimburse for them if you receive them as payment. Please make sure to review the tokens you receive carefully to ensure that it says FRESHFARM as we are not able to reimburse for tokens from other markets.

### Farmers' Market Nutrition Programs

**All vegetable/fruit farmers are required to register to accept Farmers' Market Nutrition Program** coupons for low-income Women, Infants and Children (WIC) and Seniors (SFMNP) from customers for qualifying purchases. This has always been strongly encouraged, and is mandated as of the 2018 season. Farmers that refuse to comply will not be admitted to market.

To apply to be eligible to accept coupons in DC and Maryland, please contact:  
Jessie Lupo, District of Columbia Department of Health at (202)-442-9397

Terri Buckler, Maryland Department of Health, at (410)-767-5722

Virginia does not offer WIC FMNP benefits. The Virginia Department of Aging does offer Senior FMNP benefits, but *only* Virginia farmers can accept them.

For more information please contact:

David Robishaw with the Virginia Department of Agriculture at (434)-984-0573.

Customers will spend these checks directly with you. They are valid exclusively for fresh fruits and

vegetables (no dried, processed, frozen, canned, etc.), including herbs and mushrooms. No change can be given, so please help customers round out their purchase to reach the allotted amount (typically \$5 per check). FRESHFARM management will provide you with receipts to give WIC and SFMNP customers so that they can participate in our Matching Dollars program. Each customer should receive receipts to match the amount of WIC or SFMNP checks they spent. If they are unfamiliar, please let them know that they can take receipts to the orange Market Info tent to receive Matching Dollars coupons.

### eWic

The Maryland Department of Health (MDH) is currently in the process of transitioning to eWic, a system which will replace the WIC Fruits and Vegetable Checks (WIC FVC) with an electronic benefits card, which will work similarly to a debit card. In order to accept eWIC cards, farmers will need to enroll in the program and will receive a processing machine. A number of farmers at our Silver Spring Market are currently enrolled to accept eWic.

Farmers who are not currently enrolled to accept eWic can do so by reaching out to Terri Buckler at (410)-767-5722 or [terri.buckler@maryland.gov](mailto:terri.buckler@maryland.gov). Please note that will not be automatically enrolled to accept eWic if you were enrolled to accept WIC FVC in previous years.

### Sales Tax

Farmers or producers selling non-edible products, such as flowers, plants, wreaths, yarn, wool blankets, soap/skin care, ready-to-eat foods or other items that are subject to sales tax, should comply with local and state tax regulations. Farmers or producers must provide their sales tax identification number and a copy of their sales tax card when applying. Also, applicants should be aware that the state of Virginia requires sales tax on all retail food sales. Applicants applying for Virginia markets will need to comply with these requirements as mandated by the state of Virginia. All ready-to-eat and food concessions in DC, Maryland and Virginia are subject to sales tax. Farmers and producers are solely responsible for compliance with local sales tax requirements. Farmers/producers who are subject to sales tax should report net sales (after deducting the sales tax) to FRESHFARM Markets.

### Credit Card Fees/Currency

All credit card fees must adhere to local and federal regulations. For more information on regulations surrounding credit card fees and minimums, please review [this resource](#), [Or pg. 698 of the Dodd-Frank Wall Street Reform and Consumer Protection Act](#). If implementing a credit card fee or minimum, you must have a sign to notify shoppers.

All vendors must accept cash as a form of currency however, vendors are welcome to advertise their preference for credit cards.

### Market Space Assignments

The FRESHFARM management team retains control of all unassigned space openings. Such spaces will be available to current and new farmers or producers who wish to change the size or location of their space. Requests from current farmer or producers for space assignment changes will be considered before locating new farmers or producers in a market. Space assignments to new farmers or producers will be made at the market management's discretion to ensure the viability of the markets and the diversity of the marketplace.



## Stall Requirements

### Market Canopies/Tents/Umbrellas/Tables

All canopies, tents, umbrellas, and other forms of stall cover must be sufficiently and safely secured to the ground with weights from the moment the canopy is erected until it is taken down. If tents are inadequately secured, Market Managers will ask the farmer or producer to take it down and may not be allowed to sell or be required to sell without it.

Sufficiently means at least 25 pounds per leg for tents, and at least 50 pounds for umbrellas. Tents may be secured to vehicles, but require weights on the tent legs that are not tethered to the vehicle. For questions about types of tent weights and ways to secure them, please contact your Market Manager.

Safely means that the method used to secure the canopy does not create safety hazards. Tent weights:

- should not cause a tripping hazard.
- should be tethered with lines that are clearly visible.
- tethers that are taut
- should have soft edges to avoid causing scrapes and cuts.
- should be securely attached to the canopy.
- should be on the ground or secured to the tent if hanging.

Failure to have the appropriate weights secured to your tent at market will lead to a \$25 fine per infraction and potential expulsion if infractions continue. Fines will be appear on your market fee invoices.

In some cases of extreme wind weights may be necessary to secure tables and other objects. FRESHFARM highly encourages all vendors to bring extra weights to ensure the safety of staff and customers.

In Montgomery County and, as a result, our Silver Spring market, tents are required by the department of health.

### Maintenance and Appearance

Tables and other fixtures should be in good repair. Tablecloths are required unless otherwise discussed with FRESHFARM. Market products should be safe and in good condition. Products that do not meet these safety and quality criteria may be removed at the Market Managers' discretion. Farmers and producers who fail to comply with this requirement are subject to suspension or expulsion from FRESHFARM.

### Safety

All vendors must comply with existing fire code regulations. For more information on relevant fire code regulations, please consult the links below.

Washington, DC: [Fire and EMS Department](#)

Montgomery County: [Montgomery County Fire & Rescue Service](#)

Arlington County: [Arlington County Fire Department](#)

### Sanitation

Farmers and producers must maintain their market stands and spaces in a clean and sanitary condition. All food must be kept at least 6 inches off the ground. Each farmer or producer is responsible

for bringing a broom and trash bags and keeping the market area free of any debris. In snowy weather, FRESHFARM recommends that farmers and producers bring at least one shovel to market to help clear their space.

FRESHFARM will reserve the right to perform random health inspections to ensure that all farmers/producers are keeping acceptable food temperatures, hand washing stations as needed, and adhering to other essential ServSafe guidelines.

#### Leave-no-waste trash policy

FRESHFARM is committed to a clean and environmentally friendly leave-no-waste trash policy. We require that all producers provide their own receptacles for all waste generated from the sale or sampling of their products. Farmers/producers are responsible for hauling away any trash collected and for leaving their booth area clean of debris. Farmers/producers may not leave trash for market staff to dispose of or overflowing in city trash containers. Those found in violation of our waste policy are subject to fines.

#### Market Food Samples

Food samples must be prepared behind the farmer's or producer's market stand and presented in a safe and sanitary manner, according to the state Department of Health code and the discretion of FRESHFARM's management. The farmer or producer must provide trash receptacles for the disposal of any sampling materials such as cups, utensils or toothpicks.

#### Signage

All farmers/producers are required to post prices at all times. Each farmer/producer is required to post a farm/business sign at their stand on every market day. The farm or business sign should be mounted on the farmer or producer's vehicle or on, or next to, the market tables/tent. The farm or business sign and lettering should be large enough to be easily read from a reasonable distance.

Farmers must hang WIC/Senior FMNP signage if enrolled in the program.

FRESHFARM reserves the right to attach signage to your tent for marketing and promotional purposes (i-signs, feather banners, feather flags etc).

#### Scales

Scales must be registered as legal for trade and meet local and/or state regulations for commercial scales. Scales must be placed so that they are clearly visible and legible to customers at all times. Scales may be checked annually for accuracy at the market site by officials in DC, Maryland or Virginia. All farmers and producers selling by weight in the District of Columbia must register their scales online through the following web link: <http://dcra.dc.gov/service/register-devices-weights-and-measures>

#### Shopping Bags

FRESHFARM requests that all farmers and producers use biodegradable or compostable bags (and/or paper bags) rather than plastic bags. Farmers/producers may also sell reusable bags at market and are encouraged to incentivize shoppers to use reusable bags. Farmers/producers are also responsible for complying with any relevant bag regulations required by the market's administration.

#### Generators at Market

FRESHFARM encourages farmers and producers to be mindful of others selling at market when

operating a generator. In an effort to prevent excessive and disturbing noise at market, generators must not exceed 65 decibels (dB) while in operation. To identify the operational dB level of your generator consult with the manufacturer's specification sheet and manual. Complaints of excessively loud generators will be addressed with a calibrated reading by FRESHFARM market staff.

### **Market Sales & Fees**

As you know, FRESHFARM exists to provide vital economic opportunities for regional farmers and to ensure an ongoing supply of fresh, local produce for residents of DC, Virginia and Maryland. One way we act on this mission is through operating vibrant farmers' markets. Year over year sales are one of the key measures of a farmers markets success, so it is important that all vendors provide accurate and timely data throughout the market season. Starting in 2020 all vendors will be required to submit sales data to the FRESHFARM team through the Master Market Tracker System.

#### **ALL farmers and producers are required to:**

**REPORT** individual gross market sales for *each* FRESHFARM Market they are in using an online form (<https://tinyurl.com/2020vendorsales>). **DO NOT** report sales via Managemymarket.com in 2020. Vendor sales must be reported within a week of market.

- Farmers and producers are expected to report their market sales by the Sunday of the following calendar week.
- If an additional week passes and sales have not been reported your account will be considered overdue and a \$50 fee will be added to your next invoice.
- FRESHFARM will not apply the \$50 fee for unreported sales more than twice within four consecutive weeks.
- For example, you attend the CityCenterDC market on Tuesday May 5th, the Penn Quarter market on Thursday May 7th and the Mosaic market on Sunday May 10th. Reported sales for all three market dates are due no later than Sunday May 17th. If sales are missing for either of these market dates on Sunday May 24th a \$50 fee will be applied to your next invoice.
- If market sales go unreported for two months you will be suspended from the market until all sales are reported and market fees are paid. Additionally, FRESHFARM may require the farmer/producer to commit to following a prescribed reporting and payment plan for the remainder of the market season.
- Reported sales must be broken out into credit card, cash and if applicable WIC FMNP, WIC CVV, Produce Plus, and Senior FMNP totals.
- This does not include matching and other market coupons which are to be turned in to market management at the end of every market day.

If farmers/ producers can not report through the Master Tracker, they can contact their market manager or call into the office (202-362-8889) to work through the issue. Additionally, FRESHFARM may require the farmer/producer to commit to following a prescribed reporting and payment plan for the remainder of the market season.

**PAY** a market fee based on a percentage of total gross sales (including tokens and coupons collected but

excluding any sales tax charged). Invoices are issued and paid on a monthly basis. Fees are as follows:

- Farm, 6% - At least 80% raw agricultural products sold.
- Farm Producer, 6% - More than 20% of products sold are value-added. Includes farmstead alcohol.
- Farm Concessionaire, 6% - Farmer primarily selling prepared foods utilizing some/all of their own product.
- Non-farm Producer, 8% - Value-added products with majority of ingredients sourced from local farms.
- Concessionaire, 10% - Prepared foods with majority of ingredients sourced from local farms.
- Farm-sourced Alcohol, 10% - Non-farm Producer selling alcoholic beverages made with ingredients sourced from local farms.
- Coffee/Exceptions 12%

FRESHFARM now utilizes Quickbooks for invoicing services. Invoices for market fees will be processed monthly and sent out via email to farmers and producers on the 15th of each month. Invoices are payable online though you can also pay your fees by check or money order payable to “FRESHFARM Markets” and mailed to:

FRESHFARM  
 945 G Street NW  
 ATTN: Finance Department  
 Washington, DC 20001

Cash payments and checks will not be collected at the markets. If a fee payment check is returned for insufficient funds, the farmer or producer must resend market fees by money order or cashier’s check with a \$35 bank fee added.

Failure to pay an outstanding balance after 30 days will result in a \$150 fee. Failure to pay outstanding balances in full after 60 calendar days will result in suspension from markets until the account is paid in its entirety. Please see the example scenario below:

May 15	April invoice sent	
June 15	-April invoice unpaid, late fee applied, invoice resent -May invoice sent	April invoice 30 days late
July 15	-April invoice unpaid, resent -May invoice unpaid, late fee applied, invoice resent -June invoice sent <b>-Suspended from market until all 3 invoices are paid.</b>	-April invoice 60 days late -May invoice 30 days late

Full season and winter market applications for any vendor with an outstanding debt that is more than 60 days overdue will not be considered until their outstanding debt is paid in full.

Market fees pay for market permits and licenses, liability insurance, parking meter fees, market staffing, market signage and printed materials, marketing, market equipment, market educational programs and promotion of the market.

Inaccurate or fraudulent reporting jeopardizes the future of FRESHFARM and the individual success of every farmer and producer at the markets. Fraudulent reporting or failure to remit market fees may result in fines and suspension or expulsion from FRESHFARM Markets. FRESHFARM reserves the right to perform unannounced, third party sales audits at market.

### **Market Conduct**

FRESHFARM expects market farmers, producers, and their staff to conduct themselves in a manner that contributes to a positive shopping experience for our customers. This includes (but is not limited to): not idling your engine, not playing loud music, refraining from smoking, properly securing your tent/canopy/umbrella, rule compliance, and customer service. Your at-market staff should be well versed in the products they are selling, and provide positive customer service to ensure a pleasant shopping experience. We ask that farmers and producers not leave their booths unattended during market hours. If you are working alone and need a break, please ask a Market Manager to fill in for you.

Common courtesy and respect are essential to the success of FRESHFARM Markets. FRESHFARM management expects market participants to be honest and to conduct themselves in a courteous and friendly manner with other market participants, staff, and shoppers.

### **Market Attendance**

A minimum attendance of 90% of market days is required for a full-time farmer or producer to be considered for admission to FRESHFARM the following season. This minimum attendance requirement may be waived at the discretion of the market management.

All farmers and producers are required to arrive at least thirty minutes before the market opens. Three late arrivals will be counted as one absence against your attendance record, and will negatively impact consideration for admission the following season.

If you know in advance that you will miss a market, please update your schedule in Manage My Market and contact your Market Managers by emailing [absent@freshfarm.org](mailto:absent@freshfarm.org), so the market setup can be modified and/or the space filled on a temporary basis. If you are delayed and will be arriving late to market, give Market Managers as much advance notice as you can.

### **Smoking**

FRESHFARM has a NO Smoking policy enforced on the market site during market hours. If you must leave the premises to smoke, please wash your hands before returning to market.

### **Harassment Free Workplace**

The following is FRESHFARM's harassment-free workplace policy as it pertains to FRESHFARM employees. We consider the same policy applicable at our farmers markets concerning all staff of farmers/producers that work at the markets. Staff that experience harassment are encouraged to report

incidents to FRESHFARM. Any farmer/producer/business that is found to be violating this policy is subject to penalties, including possible suspension or expulsion from the market.

FRESHFARM is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment.

Therefore, FRESHFARM expects that all relationships among persons in the office, schools and markets will be business-like and free of bias, prejudice and harassment. It is the policy of FRESHFARM to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, immigration status, age, disability, genetic information, marital status, amnesty or status as a covered veteran. FRESHFARM prohibits any such discrimination or harassment.

FRESHFARM encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of FRESHFARM to promptly and thoroughly investigate such reports. FRESHFARM prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

#### Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, gender identity, national origin, immigration status or citizenship, age, disability, marital status, genetic information, veteran status, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or

aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via email, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

### Individuals and Conduct Covered

These policies apply to all applicants' employees and markets where FRESHFARM operates. Whether related to conduct engaged in by fellow employees or someone not directly connected to FRESHFARM (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

## **Administration of Rules and Procedures**

### Producer-Only Violations

Complaints of a suspected violation of the producer-only rule must be submitted in writing to the FRESHFARM's management. To file a complaint, or report a suspected rule violation, please send a letter or email to the Market Managers. The identity of the person complaining shall be kept confidential. The market management may notify the subject of the complaint in writing and confer with appropriate parties, if necessary, to determine what level of investigation is necessary, including a site visit. Farmers or producers refusing to cooperate with a site visit or audit may be permanently removed from the market.

Any farmer or producer who is found to have violated the producer-only rule will receive a warning. Failure to comply with the producer-only rule following the warning will result in a temporary suspension or permanent removal from the market, depending on the severity of the offense.

### Violations of Market Conduct, Operations, and/or Stall Requirements

will result in citations by market management. Farmers/producers will receive two warnings regarding the violation. The third citation will result in a mandatory visit with FRESHFARM staff to discuss market conduct. Further violations may be grounds for suspension or expulsion from the market. Penalties for late sales reporting and/or late fee payments are outlined under Fee Structures.

### Advisory Committee to FRESHFARM Markets for Rules, Procedures & Product Guidelines

In order to ensure that the farmers markets created and operated by FRESHFARM continue to promote the viability of agriculture in the region and to remain flexible for emerging situations related to all farmers and producers, an Advisory Committee was created. This Advisory Committee serves at the direction of FRESHFARM Board of Directors and recommends changes to the FRESHFARM "Rules, Procedures & Product Guidelines" on an annual basis or as needed for a specific market issue.

