



Waterfront Farmers Market Rules

- 1. Dates and Time of Market:** The Waterfront Farmers Market will open for seasonal operation, with dates and time to be approved each year by the Waterfront Farmers Market Committee.
Preferred Dates of Operation:
Every Wednesday and Saturday from April through October
Opening Date: First Saturday in April
Closing Date: Last Saturday in October
Preferred Times of Operation:
9:00 AM to 1:00 PM
- 2. Location of Market Sales:** The Market will operate at its business location in Point Pleasant's downtown business district, officially recorded as the Rear of 421 Main Street and more informally recognized as being behind the Lowe Hotel on 4th Street.
- 3. Vendor Set Up, Attendance, and Punctuality:** Vendors must arrive in time to be ready to sell at the official opening time. After the opening bell rings, vendors must be at their tables prepared to sell, so as to prevent disruptive and unsafe behavior such as carrying of products across the Market or moving vehicles during times customers are present. Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space. Vendors may then use the alley and parking area to unload before moving their vehicles to the floodwall or Peoples Bank lot. Market Manager approved vendors may set up an hour before opening time and set up shall be completed 15 minutes before opening time. Market Manager will collect \$5 setup fee from each vendor upon setup.
- 4. Market Day Sell Times:** No sales are allowed before the opening time or after the closing time. Orders may be taken prior to Market day, but shall not be filled

until after the opening bell. For example: if a customer orders a bushel of tomatoes prior to Market day, the vendor may set back or reserve the tomatoes, but the vendor may not take money or hand over the tomatoes to the customer until after the opening bell.

5. **Market Manager:** The Market Manager is appointed by the Committee each season and follows the list of duties approved annually by the Committee.
6. **Producer-Only Rules and Exceptions:** The goal of the Waterfront Farmers Market is to support local agriculture and artisans in Mason County and surrounding counties. As such, **all products displayed must be produced “locally” by the producer-vendor who sells them (see exception below).** A producer-vendor may be a sole proprietorship, partnership, or corporation.

“Local” Exception: The re-sale of agricultural products by producer-vendors is not permitted, unless the product is otherwise unavailable at the Market.

In that case, the producer-vendor can purchase that product from another “local” or WV producer as a supplement under a provisional arrangement. The Market Manager will approve each provisional arrangement and proof of purchase of the product must be shown. Should another producer-vendor begin offering that product produced on her/his farm, the vendor selling the supplemental product under provisional arrangement must stop selling that purchased product. Exceptions can be made to the local producer rule on a case by case basis for products that are not available within the local area.

“Local/Locally” in this case means **farmers/artisans within a fifty (50) air mile radius of Point Pleasant, WV or a resident farmer of West Virginia** with preference given to producer-vendors from Mason County.

“Vendor” may be the actual producing individual, an immediate family member, another producer member, staff or employee of the producing individual’s farm.

7. **Allowable Products:** Producer-vendors shall submit a product plan with their application at the beginning of each season indicating the crops and products they plan to sell at the Market. Products should fall into one or more of the following categories:
 - a. **Vegetables/Fruits/Herbs** grown by the farmer/grower, including mushrooms.
 - b. **Eggs, which are from the producer-vendor’s**, own poultry and kept at 41 degrees F.
 - c. **Cheeses** or other value-added products from milk produced on the producer- vendor’s farm or purchased from “local” dairy farms. All dairy products must be pasteurized and in accordance with state and county health codes.

- d. **Meat** from livestock raised by the producer-vendor and which has been processed at a USDA OR WVDA inspected facility. Meat vendors must have a Meat Distributors License. The Code of West Virginia Regulations, Title 61, Series 16 recognizes a federal exemption that allows individuals that raise poultry in West Virginia to slaughter and sell up to 1,000 birds per calendar year without inspection. Rabbit meat vendors registered with the WVDA and in compliance with WV Code may sell at the Market.
- e. **Fresh baked goods** from scratch (not store bought mixes), using at least one “local” seasonal ingredient in the products for sale. Eggs, fruit, herbs or vegetables used as ingredients in the baked goods must be grown by the producer or purchased from a “local” grower. (Example – if blueberry muffins are sold the blueberries and/or eggs must be “local” for the muffins to be an allowable item.) Vendors selling only baked goods are considered under the “craft” category and must be judged and accepted by the Board. Vendors already selling produce or meat are exempt from the craft rule as long as no more than 50% of their inventory is baked goods.
- f. **Jams, honey, maple syrup, and other value-added products** which are freshly made from scratch by the vendor (not using store-bought mixes), using seasonal ingredients from their farm or another “local” farm. Processing must comply with local and state health codes. (See note at the end of rule number
- g. **Sauces, salsas, canned vegetables and fruits** must be processed by a licensed processing facility. Cider or other juices must be produced from the producer-vendor’s own fruits or that of other “local” producers, but may be processed off-farm. Vendors should be prepared to provide the Market Manager with the name and contact information of the processing facility when asked.
- h. **Potted plants, shrubs, or annual bedding plants** which are raised from seed or cuttings. Greenhouse operations may be reviewed and approved by the Board on an individual basis.
- i. **Cut flowers** which were grown on the grower’s own farm or greenhouse.
- j. **Straw, hay, compost, or other agricultural products** which are produced by the producer-vendor.
- k. **Soaps/Candles/Body Care products** which are handcrafted using seasonal ingredients from their farm or another “local” farm. Any herbs, milk, honey, or other natural products included in the products should be grown by the producer-vendor or purchased directly from another “local” producer. Candles and soaps should be naturally-based from a product grown/produced in the “local” area.
- l. **Crafts/art** handcrafted by any food or craft/artisan vendor must be judged on a category basis by the Board before being admitted to the Market.
- m. **Wools and pelts/fleeces** which are from the farmer’s own animals. No more than 25% of non “local” fibers may be added to the yarn during spinning. Carding, cleaning, processing and spinning of pelts may be done off-farm, but the vendor should be prepared to provide the Market

Manager with the name and contact information of the facility when asked.

- n. **Prepared/Cooked On-Site Food** may be served at the market, but must include some “locally” raised ingredients. Such vendors must show proof of required operating permits, such as local health department permits.
- o. **Other farm-related products** not listed here, **which may be sold through a provisional arrangement.** Permission to sell a product not included in items a-n should be requested from the Market Manager prior to sale at the Market. The Market Manager may refer such requests to the Board of Directors.

8. **Vendor Membership:** All persons intending to sell at the Waterfront Farmers Market must, prior to participation in the Market, file a vendor application each year with the Market Manager and/or Committee. This document requires the producer-vendor to:
- a. Verify that she/he/they are the actual grower or producer of the specified items that they intend to sell. All new applicants may be visited by the Verification committee.
 - b. List farm name and contact information for farm, home and office.
 - c. Agree to Market Rules, By-laws, and related regulations.

Additional vendors will be added to the Market at the beginning of each season, or as need permits and space allows. For a new season, previous full-time vendor members in good standing will receive first priority, followed by late joiners in good standing, then by applicants in the chronological order of their application. The Market Manager and/or Board of Directors reserve the right to refuse Market participation to any new applicant if the producer-vendor is proposing to sell products already in abundant supply at the Market. The producer-vendor applicant will be put on a waiting list for possible openings in the future.

9. **Member Spaces & Fees:** Each vendor shall pay a \$5 daily Market space fee at each Market the member attends, to be utilized primarily for advertising. Space assignments are organized on a first-come first-serve basis by the Market Manager. The Committee may choose to give space assignment priority to members in good standing from the previous Market season. Vendors may purchase more than one space, if space is available after June 1st, for an additional fee of \$10 per Market attended. *These are the fees for the popup market while the future market structures are under construction, after which the fees will raise to \$10 for a single space and \$25 for a double space.
10. **Educational and Community Activities:** Space will be made available free of charge for educational activities relating to sustainable agriculture and for non-profit community groups. This space will be made available on a first-come, first-serve basis, but must be approved and booked by the Market Manager and/or Committee in advance.

11. **Market Manager Space:** One space will be held by the Waterfront Farmers Market as the Market Manager's space.
12. **External Regulations:** Vendors are responsible for compliance with applicable park, city, county, state and federal regulations and for supplying the Market Manager with proof of such. Regulations such as (but not limited to):
- Agricultural business license.
 - Pesticide licensing and safe use.
 - Approval seal on weighing devices granted by the WV Division of Labor
 - State sales tax collected as required.
 - Organic certification on claimed products as required.
 - Food safety, sanitation, health permits and labeling issues that apply to the item.
 - State inspection of nursery stock required for selling whole plants for replanting (packs or pots).
13. **Market Signage:**
- Producer-vendors will display a sign identifying the name and location of their farm or business, which must not cover signage of the space's sponsor.
 - Producer-vendors must have signs, Boards, tags, or labels listing prices of every item for sale.
 - Producer-vendors listing "organic" produce, or calling their produce "organic," must display a sign giving their organic grower's certification and their certifier's organization, unless exempt from certification. Proof of exemption from organic certification should be available for the Market Manager's inspection if so requested.
 - Producer-vendors should clearly separate and label organic and non-organic produce in the same display.
 - Signs must be posted before sales begin.
 - Producer-vendors must display any other signs required by local, state, county, state, or federal regulation.
 - Participating producer-vendors must display any signage required by programs such as SNAP, senior-voucher programs, or other food assistance programs.
14. **Marketing Committee:** The Chairman of the Waterfront Farmers Market Committee may annually appoint a Marketing Subcommittee of up to 3 members to review and approve all Market signage and marketing materials. The Marketing Subcommittee may review any vendor signage or marketing materials displayed at the Market, and require signage removal if it is deemed inappropriate by the Committee.
15. **Clean up:** Producer-vendors must clean up the area around their vehicles and sales area before leaving. Producer-vendors must remove containers, waste and trimmings before leaving the Market site and take any trash or garbage they have generated at the Market back to the farm. The Market Manager will be

responsible for ensuring that any trash from public traffic at the Market sites is properly removed and disposed of at the close of each Market day.

16. **Public safety:** Shade structures must be secured to prevent wind damage or injury. Pets must be on a leash, and owners must clean up after their pets.
17. **Market behavior:** Vendors are independent entrepreneurs with a common stake in creating a vibrant Marketplace. Activities that seem to violate normal sales practices and these Market rules can be questioned by other vendors. The Market Manager will assist in finding a resolution. If this fails, the Committee will conduct a vote if requested. When a vote on an alleged “abnormal activity” favors a change in a vendor’s practice, the vendor in question must comply. See Market Rule Enforcement and Grievance Policy for the process to be followed.

“**Abnormal Activities**” include but are not limited to:

- Unsafe conditions or hazards at sales area.
- A stand that impedes access to other vendors.
- Condition of sales area, products, or vendor behavior that detracts from the Market’s appearance, overall quality or reputation.
- Harassment, either verbal or physical.

18. **Gross vendor sales must be reported on a weekly basis per Market.** Failure to remit weekly Market sales may result in suspension from the Waterfront Farmers Market.

19. **Market Rules Enforcement and Grievance Policy**

The Market Manager ensures compliance with the Market rules; however, the Market Manager has the authority to grant exceptions to the Market rules on an individual basis for reasons of dire need. The Market Manager has the authority to impose disciplinary action at the Market site when needed. In the event of customer dissatisfaction with a particular vendor or some aspect of Market operations, the dispute must be resolved to the satisfaction of the customer, vendor, and Market Manager in a timely manner. All violations of the Market Rules as well as customer or fellow vendor complaints should be reported by the Market Manager to the Committee at their next meeting.

Some violation penalties and procedures are prescribed previously in these Market Rules, and should be followed accordingly. The procedure regarding all other violations of the Market rules, Market By-Laws, or a complaint of “abnormal Market behavior” is as follows:

First Offense: Verbal warning from the Market Manager and/or the Chairman of the Committee.

Second Offense: Vendor will receive written notification of violation from the Market Manager and/or Committee.

Third Violation: The Market Manager will present the violation at the next Committee meeting, and the Committee will determine further remedy which may include temporary removal from the Market, seasonal removal from the Market, and/or fees to cover damages incurred due to the violation, and/or other remedies that the Committee determines appropriate. The Committee's ruling shall be provided to the vendor in writing after Committee review and vote.

Removal From Market:

- Immediate Removal: Failure by a vendor to comply with the Market Rules or comply with the Market Manager's resolution of complaint of "abnormal Market behavior" can result in the temporary removal of the vendor from Market participation by the Market Manager immediately for that full selling day if the Market Manager determines safety and/or security is an issue.
- Any vendor removed due to safety and/or security issues shall be reviewed during the next Committee meeting, and shall not return to the Market until/unless given approval do to so by the Committee.
- The Committee may choose to revoke vendor approval temporarily or permanently upon any first offense violation deemed to be a safety or security issue.
- Upon being asked verbally or in writing to remove from the Market, the vendor shall promptly vacate premises, and remain off premise for the duration of time ordered by the Market Manager and/or Committee.
- Upon failure to vacate, the Market Manager and/or Committee may remove the vendor's property from the premises at the vendor's expense. The Waterfront Farmers Market and Main Street Point Pleasant shall not be responsible for storage or safekeeping of property so removed. The Market is relieved and discharged from any and all losses or damages caused by removal of vendor property from the Market.
- The Waterfront Farmers Market, Main Street Point Pleasant, volunteers, and staff shall not be held liable for any loss of sales or direct or indirect damages incurred due to temporary, seasonal, or permanent removal from the Market.

Vendor Grievance Policy:

Any vendor has the right to a hearing before the Committee. A request for such a hearing should be submitted in writing and signed by the complainant to the Market Manager and/or Chairman of the Committee. The Committee has one (1) week to respond to the vendor's request for a hearing. A hearing should occur no later than two (2) weeks from submission of the written request for a hearing. The hearing shall be conducted by the Committee and open to any market members who want to observe. A majority vote by the Committee shall determine the final resolution of the grievance by the vendor.

20. Indemnification and Release of Liability

Vendor must agree to release and hold harmless from all liability the Waterfront Farmers Market & Main Street Point Pleasant, Inc., and their agents, employees, board members, or officers from any personal injury claims or property loss claims that may arise as a result of the Vendor participation in the Waterfront Farmers Market. Vendor must waive, release, and discharge any and all claims for damages, personal injury, death, or property damages that may occur or accrue as a result of activity at the Waterfront Farmers Market. Vendor must accept all responsibility and liability for adherence to any external regulations applicable to the Vendor product, and the Vendor must release and hold harmless from all such liability the Waterfront Farmers Market & Main Street Point Pleasant, and their agents, employees, board members, or officers for any such claims that may arise due to the Vendor failing to comply with external regulations.

This version approved March 6th, 2023 at the regularly scheduled Main Street Point Pleasant Board of Directors meeting.

