



Winooski Farmers Market Rules and Regulations

In order to create a successful and vibrant market, all participants in the Winooski Farmers Market will behave professionally and with respect to all others in our market community – including other vendors, customers, volunteers, and market management. As a community, our success depends on one another.

1. Schedule, Punctuality, Attendance, and Weather

a. Schedule and Punctuality

- i. The 2025 Summer Winooski Farmers Market will be held at 20 Winooski Falls Way from May 18 to October 26, 2024. The Market opens for customers at 10am and ends at 2pm.
- ii. Unloading and set-up for vendors may begin **no earlier** than at 8:15am.
- iii. All vendors must be at their designated space no later than 9:15am and completely set up by 9:45am. **Failure to be on site or contact the market manager by 9:15am may result in loss or change of that day's vending space.**
- iv. Vendors **must** stay fully set-up until the Market closes at 2pm.

b. Attendance

- i. Seasonal vendors are expected to attend at least 20 out of 24 markets. Each seasonal vendor is allowed four absences **with prior notice**.
- ii. Day vendors are required to attend at least 3 markets throughout the season.
- iii. The market will operate in all weather conditions unless it is dangerous to do so. All vendors are expected to be prepared for reasonable inclement weather and attend their scheduled market dates regardless of weather conditions.
- iv. If you cannot attend a market, a minimum of **7 days notice is preferred, 4 days notice (the Wednesday before the market) is required**. In case of an emergency, a late notice is better than no notice.
- v. If a scheduled Day Vendor cancels without 4 days notice or is a no call, no show, **the vendor is still responsible for the \$30 day fee**.
- vi. A 'no call, no show' is defined as failure to show up for a scheduled market date without providing any notice. One no call, no show will result in a reminder of this attendance policy.
- vii. A second no-call, no-show will prompt the board to review the case and may result in loss of vending space for the season without refund.

c. **Weather**

- i. Cancellation of the Market, delayed start, or early closure due to dangerous weather conditions shall be at the sole discretion of the Market Manager and Executive Director with input from the Market Advisory Board. The Executive Director and Market Manager review the National Weather Service (National Oceanic and Atmospheric Administration) forecast.
- ii. An official call for cancellation or delayed start will be made 4 hours before the market (Sunday, 6am). Calls for early closure may be made at any time during the market as needed.
- iii. Conditions that may constitute cancellation or adjusted hours of the market include but are not limited to: wind speeds exceeding 30 mph, prolonged rainfall exceeding 0.75”/hr, 90% or greater chance of prolonged thunderstorms, hail, multiple lightning strikes, heat index exceeding 100 degrees Fahrenheit, an Air Quality Index exceeding 200, and severe weather event advisories such as flooding or tornadoes.
- iv. Vendor standing will not be affected for missing markets in the event of “**Severe Weather Days**” that pose a threat to product but do not constitute market cancellation. Qualifying Severe Weather Days shall be at the sole discretion of the Market Manager and Executive Director and will be communicated to vendors when applicable.
- v. Conditions that may constitute Severe Weather Days include but are not limited to: wind speeds exceeding 25 mph, prolonged rainfall exceeding 0.5”/hr, 75% or greater chance of prolonged thunderstorms, and severe weather event watches such as flooding or tornadoes.
- vi. **All scheduled vendors are still required to pay for the day even if missing a market for a Severe Weather Day.**
- vii. The Winooski Farmers Market is not responsible for any weather-related damage.

2. **Vendor Spaces**

a. **Space Assignments and Fees**

- i. Seasonal vendors pay \$375 for a 10x10’ space or \$650 for a 10x20’ space.
- ii. Day vendors pay \$30/day for a 10’x10” space. Day vendors must commit to a

minimum of 3 days and pay upfront for 3 day spots. Subsequent day spots should be paid in advance at the beginning of each month.

- iii. The Market Manager will make space assignments based upon the following criteria: seniority, products sold, frequency of market attendance, and vendor space needs (such as electricity).

b. Vendor Parking

- i. There is **free** street parking on Winooski Falls Way and **free** garage parking across the street from the market lot.
- ii. Vendors will be allowed to pull into the parking spaces on the south side of Winooski Falls Way (directly next to the market area) while unloading into their space, but **must** move into a parking spot in the garage or on the north side of the street before setting up. All vendor cars **must** be moved out of these loading spots by 9:45am.
- iii. Likewise, vendors should break down their display **before** moving their car back into these spaces during cleanup. **Vendor vehicles should not occupy these spaces between 9:45am-2pm.**
- iv. You are welcome to notify the market manager or a volunteer that you are moving your vehicle to park and you would like us to keep an eye on your goods. This said, we will not be liable for losses such as theft or damage, but we will be as vigilant as possible. We ask that you keep your cash box with you at all times.

c. Display

- i. Displays must be placed within assigned spaces only. Vendors may not exceed assigned space without express permission from the Market Manager.
- ii. Vendors are required to display signage indicating your business name.
- iii. Vendors are responsible for any damage they cause to their own set-up as well as other vendors' set-ups. All booth displays and structures must be safe and well secured, and are subject to the approval of the Market Manager.
- iv. All vendors are required to use a canopy tent, which must be staked or weighed down with at least 25lb on each leg.

d. Space Cleanup

- i. Vendors are responsible for leaving their space clean and trash/compost free at the end of each market.
- ii. All vendor generated trash must be taken home by vendors and not deposited in public trash receptacles at the market.

- iii. Responsibility to comply with Vermont laws concerning single-use plastic bags and composting of food scraps rests with each vendor, not the market.

3. Market Currencies

a. Types of Currencies

- i. The Winooski Farmers Market runs a token system that allows 3SquaresVermont recipients to use their benefits. Each vendor is responsible for understanding and following the 3SquaresVermont guidelines for accepting these \$1 tokens.
- ii. We market also offers \$5 tokens which customers can purchase with debit or credit cards at the market. We charge customers who purchase these tokens \$1 per transaction to cover our fees. **All** vendors are required to accept these \$5 tokens.
- iii. 3SquaresVT customers are eligible to receive Crop Cash and/or Crop Cash Plus, which can only be redeemed for the items listed on the coupon. Each vendor is responsible for understanding and following the 3SquaresVermont guidelines for accepting these coupons.
- iv. The market participates in the Farm to Family program. Each vendor is responsible for understanding and following the state of Vermont guidelines for accepting these \$6 coupons.
- v. Customer questions about their benefits or currencies should be directed to the Market Manager.

b. Reporting and Reimbursement

- i. **It is the responsibility of the vendor to understand what market currencies they are able to accept.** Incorrectly accepted currencies will not be reimbursed for **any** reason.
- ii. Should the market manager suspect that currency has been accepted incorrectly, they are to address the situation with the vendor and act accordingly.
- iii. The Winooski Farmers market will reimburse vendors every two weeks via direct deposit or mailed check. Reimbursements will not be provided on site.
- iv. The Winooski Farmers Market requests weekly gross sales data from all vendors. Data helps demonstrate market impact and is required for some grant allocation.
- v. All vendors are responsible for handing in gross sales forms and any tokens/coupons they collect. For Seasonal vendors, tokens/coupons and gross

sales forms are due every week at the beginning of the market, for the previous week. For Day vendors, tokens/coupons and gross sales forms are due at the end of each market at which they vend.

- vi. Failure to submit in a timely manner will result in not being reimbursed until the next pay period.
- vii. Failure to submit outstanding received currencies at the end of the season may result in non-reimbursement.

4. Vendor Expectations and Responsibilities

a. Vendor Expectations

- i. All vendors are expected to participate in a **professional manner and with respect** to all others in our market community — including other vendors, customers, volunteers, and market management — while at the Market.
- ii. All vendors must dress appropriately.
- iii. There will be **no** smoking of any kind by vendors or customers within 25 feet of the market area.
- iv. Having the producers of the products sold at the market present on a weekly basis is important to the character of the Winooski Farmers Market. The producer is defined as a person or persons with an ownership interest in the business or direct involvement in the daily operations of said business. The producer or an authorized representative who is familiar with the product and its production must be present at the market.

b. Vendor Responsibilities

- i. It is the responsibility of the vendors to comply with all rules and regulations of the State of Vermont and the City of Winooski relating to the products they sell (including but not limited to: State ID Tax Number, payment of sales tax, labeling and processing laws, etc.)
- ii. Produce scales must pass State of Vermont inspection if selling by the pound.
- iii. All vendors must adhere to sanitary procedures as outlined by the Vermont Department of Health. Any vendor found selling contaminated foodstuffs or produce, or selling in the Market without proper health precautions and permit licensure will be suspended from selling operations until satisfactory clearance has been obtained from the Vermont Department of Health.
- iv. All vendors must complete and submit the vendor application and additional

paperwork, as appropriate to vendor type, to the market by the due date set by the Market Manager.

- v. All vendors must provide the market with a current certificate/proof of liability insurance of \$1 million dollars coverage with Winooski Farmers Market listed as co-insured.
- vi. No vendors will be allowed to sell anything without a completed and approved application on file.
- vii. The vendor is solely liable for copyright, patent, or trademark, or trade secret violations of the vendor.

5. Product Expectations

a. Product Quality Expectations

- i. The Winooski Farmers Market strives to provide a market where fresh, high quality, locally produced, and wholesome products are sold. The Market Manager shall have the responsibility for maintaining quality control at the Market with assistance from the Market Advisory Committee.
- ii. Products that are not locally sourced or handmade will be considered for sale on a case by case basis at the discretion and review of the board, Executive Director and Market Manager. Exceptions may be made in situations where a vendor will bring a new category or other valuable contribution to the market.
- iii. The Market Manager and Board must pre-approve all products sold at the Market. Vendors seeking to introduce additional products not included on their application to the market must first seek permission from the Market Manager.
- iv. No wholesale brokers will be permitted on the premises.

b. Product Pricing Expectations

- i. Pricing of goods sold is solely the responsibility of the individual vendor. That said, we ask vendors to sell products at reasonable and competitive market prices.
- ii. Fraudulent or dishonest practices are prohibited.
- iii. It is recommended that prices for goods be clearly posted or labeled.

c. Organic Labeling Expectations

- i. Vendors that gross less than \$5,000 on organic products do not technically have to be certified in order to use the label "organic." However, VT state law prohibits those who have not been certified by USDA from using the phrase

“Certified Organic”.

- ii. All vendors are required to advertise truthfully and to respond to customer’s questions in a like manner.

6. Individual Vendor Policies

a. Homemade Baked Goods and Prepared Food Vendors

- i. Vendor selection is made on the basis of uniqueness and percentage of local ingredients used in products.
- ii. Vendors offering prepared food for sale must utilize at least three locally grown or produced ingredients in the products they offer at the Market.
- iii. All prepared food vendors must comply with Vermont Department of Health regulations. Prior to selling at the Market, all prepared food vendors will provide a copy of appropriate Health Department Certification to the Market Manager.
- iv. Health Department permits must be displayed in public view during market hours.

b. Agricultural and Grocery Vendors

- i. Vendor selection is made on the basis of quality, freshness, and proximity to the market.
- ii. All products must be grown, raised, or made by the vendor, their family, or their employees within the state of Vermont.
- iii. Any purchased plugs or cuttings must be grown by the vendor for at least twelve weeks to be eligible to sell at the market.

c. Artisan and Wellness Vendors

- i. Vendor selection is made on the basis of quality, originality, and locally sourced materials used in products.
- ii. All products must be handcrafted by the vendor unless express permission has been given by the Market Manager to sell other locally produced goods.

7. Market Governance and Grievance Policy

a. Market Manager

- i. The Market Manager coordinates the weekly functioning of the Market and

enforces market policies. This includes oversight of the market set-up and clean-up, information sharing, space assignments, collection of fees, communication of all Winooski Farmers Market policies, and administering EBT/Debit card sales.

- ii. The Market Manager is authorized to interpret and implement policy at the Market.
- iii. The Market Manager reports all vendor and customer feedback to the Downtown Winooski Director and board. If you have any questions or concerns you wish to relay, please do so with the Market Manager.

b. Market Advisory Committee

- i. The Advisory Committee shall be composed of no more than one volunteer community member, no more than two vendors each from the Plants and Produce and Grocery vendor categories, and no more than one vendor each from the Artisan, Wellness, Hot Food, and Alcohol vendor categories. Categories are assigned based on the main product sold by the vendor.
- ii. The Market Advisory Committee should not exceed seven members per market season and should aim to maintain at least three members.
- iii. Membership on the Market Advisory Committee is open to **any Seasonal Vendor who has completed one full summer season** at the Winooski Farmers Market and **any Day Vendor who has attended at least fifteen markets spanning at least two summer seasons, with a minimum of six markets per season**, at the Winooski Farmers Market. Membership is open to community members who **regularly attend** the Winooski Farmers Market and are invested in its success.
- iv. Vendors serving on the Market Advisory Committee will be given a \$25 reduction in vending fees for Seasonal Vendors and one free market date for Day Vendors as appreciation for their time and commitment to the market.
- v. Approval to serve on the Market Advisory Committee is at the discretion of the Market Manager, Board, and Executive Director.

c. Market Advisory Committee Responsibilities

- i. All members on the Advisory Committee should act with the market's best interest in mind and fulfill their role with the goal of success for all vendors at the market.
- ii. The Market Advisory Committee shall support the Market Manager and Executive Director by giving valuable insights when requested to assist in decision making.

The Market Advisory Committee is not responsible for making any final decisions about market operations.

- iii. The Advisory Committee is expected to act as a resource and example for other vendors when at the market.
- iv. The Advisory Committee is expected to assist the Market Manager at the market in the event of emergency, conflict, or sudden forced absence.

d. Grievance Policy

- i. Downtown Winooski hopes the Winooski Farmers Market will be a fun, successful market without complications. That said, we understand that issues do arise. The Market Manager has the right to impose disciplinary action at the Market site as well as the authority to grant exceptions to the market policies on an individual basis for reasons of dire need. Vendors have the right to a hearing before the Downtown Winooski board within two weeks of any disciplinary action
- ii. In the event of a vendor issue, we ask that you address your concerns with the market manager, and the Downtown Winooski Board will step in if necessary. We want the market to be a place where everyone's voice is heard.
- iii. **In the event of minor vendor conduct violations:** Should any vendor, at any time, occupy the premises in a manner contrary to this agreement, upon request of Market Manager, the vendor will immediately cease such offending conduct. Failure to immediately comply as requested will result in board intervention. Continued failure to comply will be cause for the revocation of this permit and expulsion from the Market.
- iv. **In the event of extreme vendor conduct violations:** Should any vendor, at any time, occupy the premises in a manner contrary to this agreement, upon request of Market Manager, the vendor will immediately cease such offending conduct. Failure to immediately comply as requested will be cause for the revocation of this permit and expulsion from the Market. Upon revocation, vendor shall promptly vacate premises. Upon failure to vacate, the Market shall remove all property of vendor from the premises at vendor's expense. The Market shall not be responsible for storage or safekeeping of property so removed. The Market is hereby relieved and discharged from any loss or damages caused by such removal, real or consequential.