

KLAMATH FALLS FARMERS MARKET ASSOC. INC.
2020 ANNUAL VENDOR REGISTRATION & AGREEMENT/CONTRACT

Farm/Business/DBA _____

Applicant Name _____

Mailing Address _____ Zip _____

Physical Address (Farm) _____ Zip _____

Phone (_____) _____ Cell (_____) _____

Email _____

Completely fill out this form, legibly, or it will be rejected. This is NOT optional.

Describe your product in as much detail as possible: producers and value-added vendors also need to fill out the ag-produce/product sheet included in the registration packet.

2020 MARKET DATES: I plan to attend the following Market days. I also **promise to notify the manager within 72 hrs. (3 days)** if a marked date is going to be missed. Failure to notify will result in being charged the space fee.

May 30th -*Master Gardeners Plant Sale* **June** 6th 13th 20th 27th

July 4th 11th 18th 25th **August** 1st 8th 15th 22nd 29th

September 5th 12th 19th 26th

October 3rd 10th 17th 24th *Scarecrow Row*

Annual Application Fee: This contract, together with an annual application fee of \$30.00 must be received by **April 30th**. Late application fee is \$50.00, and vendor will lose booth/space preferences.

Booth space preference: Half Space (share three-sided middle row booth, 10' front) \$15

Standard 10' x 10' with 10' front (neighbors on each side) \$20

Corner 10' x 10' Booth \$25 Three-Sided middle row 10' x 10' Booth \$30

.....
FOR OFFICE USE ONLY

Date Received _____ Paid \$ _____ Notes: _____

Producers are required to be trained and participate in the market EBT/token program and the ODA/USDA Farm Direct voucher programs. Each vendor **MUST *LIVE AND PRODUCE* WITHIN THE SOUTHERN OREGON/NORTHERN CALIFORNIA HIGH DESERT BIO-REGION**; Exceptions may be granted, depending on items offered for sale. New Crafters/Artisans please provide clear photographs of your craft with this form, emailed .jpg are acceptable. All products sold must be the vendors own handcrafted/created items, pre-approved by KFFM management.

By signing and submitting this application, you agree to abide by the rules and policies established by the Klamath Falls Farmers’ Market. You also agree to hold the Klamath Falls Farmers’ Market Association Inc., the market organizers, the city, its officers, agents and employees harmless and indemnify them against any claims for damage or injury arising out of my sales activities at the Klamath Falls Farmers’ Market. Vendor privileges may be revoked, with cause at any time, without refund.

Furthermore, by signing and submitting this application, you agree to comply with existing & new ODA/FDA food safety regulations and assume responsibility for keeping up to date of these, and any and all other local, State and Federal regulations concerning the selling of my products/items at the Klamath Falls Farmers’ Market. **NO RESALE.**

The Market manager is the sole authority at the market on market days. All disputes will be reported to, resolved and documented by the Market manager. Further resolution to a dispute will be handled by the KFFM Board of Directors.

Required...I have read and understand the “2020 KFFM Rules & Policies” - _____Initials

APPLICANT SIGNATURE _____ DATE _____

Authorized Vendor Representatives:

PRINT NAME

SIGNATURE

DATE

1. _____
2. _____
3. _____
4. _____

Your workers/helpers **MUST** read, agree to and sign this contract above. You must train new helpers before they work in your booth. Nobody will be permitted to participate as a vendor or represent you or your business until they have read, understand and signed this agreement, **PERIOD!**

You may submit or return via snail mail to the market office:
Klamath Falls Farmers Market - 6800 S. 6th, space #26 - Klamath Falls, OR 97603
or scan and email to charlie@klamathfallsfarmersmarket.org
More Info - 541-273-1102

2020 KLAMATH FALLS FARMERS' MARKET VENDOR HANDBOOK

Office: 6800 S. 6th #26, Klamath Falls Oregon 97603 – (541) 273-1102

LOCATION: Downtown Klamath Falls, 9th Street between Klamath Avenue and Main St.

DATE/TIME: Every Saturday May 30 to October 24th 9:00am-1:30pm, rain or shine or wind or snow...

VENDOR RULES and KFFM POLICY

This document is an extension of the organizations bylaws and provides more detailed explanations for its rules and procedures. All Vendors/participants are required to read and understand this entire document. If you have questions or do not understand any part, ASK for clarification. Your signature is required to participate and constitutes a contract.

1. General

- ❖ KFFM provides a direct marketing outlet for the sale of local healthy produce, nursery stock, cut flowers, honey and bee products, eggs, meat, dairy products and other agricultural products, processed foods prepared by vendors, and juried crafts.
- ❖ Annual vendor fee of \$30.00 w/application is due by April 30, 2020. Seniority and preferred booth space will be lost for vendors paying after this date.
- ❖ Weekly booth fees range from \$15-\$30. “Early bird” full season fee is available (ask management) if paid by April 30, for agriculture vendors only, although exceptions may be made. Early Bird season includes MG events and any KFDA events.
- ❖ Booth size is 10 feet wide and 10 feet deep. Corner booths are usually available, but not promised. Vendors MUST keep their area neat and organized. Table skirting is encouraged, and may be required if cleanliness, risk or safety issues arise.
- ❖ Vendors MUST live and produce within the “Southern Oregon/Northern California High Desert Bio-Region.”
 - Exceptions may be granted, depending on items offered for sale. Generally, exceptions are made for agriculture/produce items that are not available-produced locally, or when certain desirable local products/vendors are unable to participate at market. Exceptions must be requested and approved well in advance of Market days.

- ❖ Our little market is growing; space may be limited during the height of the season. Preference will always be given to agriculture vendors/products up to the time where we reach a 60/40, produce/crafter ratio, at which point seniority or application submittal date will give preference.
- ❖ **Criteria for producers:** All Farm Products and plants sold at market must be 100% grown and harvested by the vendor and have a fresh and healthy appearance.
 - Bedding and landscape plants and flowers must be propagated by the vendor.
 - All Grower/Vendor applicants agree to a farm check to verify products are grown at farm locations listed on their application.
 - Farm Products are grown or raised by the farmer upon land that s/he controls through ownership, lease, rental, or other legal agreement. These products are fresh fruits and vegetables, nuts, honey, eggs, herbs, meat and dairy products.
- ❖ **Criteria for Artisans/Crafters:** all art and crafts must be handcrafted by the vendor-
 - All art and crafts will be vetted and approved by market staff.
 - The craft must be of quality craftsmanship and meet basic expectations of product life, function and safety.
 - “The maker is the seller.” Except for reasonable breaks throughout the day, the maker or partner who actually participates in the making of the craft will be present.
 - Exceptions are made for repurposed items, such as antiques, implements or artifacts that have been modified or crafted to be sold as “yard or garden art.”
 - Jewelry will be scrutinized for its handcrafted and “creative” elements.

2. Daily Setup:

- ❖ Vendors may begin set-up at 6:30am, but not before street barricades are up.
- ❖ **Vendors MUST arrive by 8:30.** If you are running late, you must call for your space to be held: 541-273-1102 or 541-205-6283. Failure to be on time or call will result in forfeiture of your space. All vendors must complete set-up and be present at their booth at start time.

- ❖ Unloading vehicles in the “Market Lane” is allowed 6:30 to 8:30. Absolutely no vehicles should be in the market lane after 8:30am. You may unload from the parking lot if you arrive late. Ask for help if needed.
- ❖ Vendors who have spaces on the south, parking lot side of the market must unload/load from the parking lot.
- ❖ The “Market Lane” is used pre and post Market for unloading and loading. This is a reasonable and simple concept: *Unload your vehicle, and then move.* Do not leave your vehicle parked in the Lane while you are setting up. In the same vein, *do not pull into the lane until you are packed up and ready to load.*
- ❖ We are a lot of people and vehicles in a small space – use extreme care when pulling in or out. Please do not obstruct other vendors during setup or take down. We expect all vendors to exhibit A SPIRIT OF COOPERATION AND GOODWILL to their neighbors.
- ❖ NO PARKING WITHIN ONE BLOCK of the Market, this is reserved for customers only. All vendor owned vehicles must be moved by 9am. A \$10 fine may be assessed each time a vendor vehicle is parked on the street, in potential customer parking, within a block of the Market. Arrangements will be made if a vendor needs help in complying with this because of a disability.

3. Daily Operations:

- ❖ The market opens at 9am, listen for the cow bell. General sales are not permitted before 9am.
- ❖ NO SALES ARE ALLOWED UNTIL START TIME 9am. There are two exceptions;
 - 1- Ready to eat foods, prepared to be eaten at the Market and sold as individual servings may be sold beginning at 8:30am.
 - 2- Sales between Market vendors are allowed before the Market opens.
- ❖ Each vendor is responsible for maintaining cleanliness at their booth during and after the Market. Vendors must provide own trash receptacle at their booth if they have products that generate waste, such as ready to eat items or free samples.
- ❖ “WORKING THE CROWD” or “HAWKING” is not allowed. Loud, disruptive or profane language is not appropriate and will not be tolerated. This is a family market, please act accordingly.

- ❖ Canopies must be secured.... Vendors MUST have canopy weights on hand. Weights designed for this purpose are preferred, although homemade weights are permitted. Canopy legs can also be tied or bungeed together with neighbors to create a larger, heavier structure that is less likely to be affected by wind.
- ❖ Pets are not allowed, period. Vendors may allow a visitor's pet to pass outside (to the front or side of) the booth. Visitor's pets may not enter a vendor's booth. *A vendor violating this rule may be subject to immediate closure and removal from the market.* Please don't leave pets in vehicles.
- ❖ **Signage is Required...** Vendors must have some visible identification for their booth. Information such as business name, address, and phone should be included. Permits and Certification must also be posted in a conspicuous place. This is not optional.
- ❖ The Klamath Falls Farmers' Market is a retail Market; thus vendors should price their products accordingly. You are responsible for knowing the current retail prices of the type of produce you are selling. Severely underpricing other vendors is not permitted.
- ❖ ANY/ALL produce and/or foodstuffs in a vendor's space must be kept a minimum of 4 inches off of the ground.
- ❖ Smoking is not allowed within the market boundary or vendor booths. Consumption of alcoholic beverages is not permitted per city ordinance.
- ❖ Children of vendors must behave in a responsible manner, respectful of other vendors and the public. Unattended young children are not allowed at the Market.

4. Daily Teardown:

- ❖ **VENDORS MUST LEAVE THEIR BOOTH SET-UP UNTIL CLOSING TIME:** If you are sold out, please leave your table in place until closing time along with a small sign saying something like, "Sorry ... Sold Out, please try again next week", informing customers of the situation. Staying at your booth in this situation is encouraged to answer questions and promote for next week, but not required.
- ❖ **DO NOT** start packing up until 1:30. Be patient, be kind. All rules from setup apply in reverse here. Do not pull your vehicle into the market lane until you are packed up and ready to load. **Vendors may move their vehicle to the parking lot at 1pm, but NOT before.**

- ❖ Before leaving, look around, pick up any trash, and help market staff with taking down market equipment where you can. We are a volunteer organization; together, we make this market work.

5. Licenses, Permits and Liability:

- The Market has a Klamath Falls City Permit which covers Vendors while selling at the farmers' Market. If Vendors do other business within the City Limits, they are responsible for obtaining a separate business license for those activities (541-883-5361). Vendors are responsible for any other necessary licenses and permits.
- Vendors of processed foods of any kind must have a domestic kitchen license (ODA, food safety division-503-986-4720),
- Vendors must be informed of and follow all rules and guidelines issued by the Food Safety Division of the Oregon Dept. of Agriculture and the USDA.
- All products offered for sale must comply with State and Federal standards governing weight, packaging and labeling.
- If selling items by weight, scales must be licensed with ODA Measurement Standards Division 503-986-4670 <http://www.oregon.gov/oda/msd/>.
- Products sold as "organically grown" must be registered with the State Dept. of Agriculture, 503-986-5720, or certified by an organic certifying organization, such as Oregon tilth, 503-378-0690 <http://www.tilth.org/>.

6. Liability Insurance:

- The Market does *NOT* assume responsibility for vendor product liability; each vendor is required to carry appropriate product liability insurance.
- All ready-to-eat and restaurant-style food vendors are required to carry appropriate liability insurance.

7. Programs:

- ❖ **Tokens & EBT/Food Stamps**-All produce-food vendors are required to participate in the "EBT Token Program". Ask for details from the Market Manager.

- ❖ **FDNP, WIC & Senior Nutrition Program**-Produce Vendors participating in the Oregon Farm Direct Nutrition Program (FDNP) must learn and follow the program rules. Information about this program is available from the Oregon Dept. of Agriculture/Dept. of Human Services; phone 503-872-6600.

❖ A weekly and monthly sales totals program will be required this 2020 season.

8. Sharing & Co-op Booths: splitting a booth space-

- ❖ Space/Booth sharing must be arranged prior to market days. Both parties must have approved Market contracts and be in good standing. Full season paid vendors wishing to share a space will need to present a proposal for approval. Appropriate signage is required. Two vendors max to a space.
- ❖ Co-op booths/spaces are allowed, but also require pre-arrangements. A co-op booth is where a number of paid members rotate in/out on a weekly basis. Close coordination with the market management will be required so that products may be approved. This goes to a “no surprises, no drama” policy. Pre-paid season is preferred for this type of vendor booth/space.

9. Finally:

- ❖ **DISPUTES:** Any dispute, disagreement or issue arising at market that is not covered by the *KFFM Rules and Guidelines* will be resolved by the market manager. The manager’s decisions are final on market days.
 - If the resolution to an issue is disputed, it may be taken up by the board of directors. An appeal to the board must be made in writing (including a detailed account of the issue), by the primary member account holder.

❖ Vendors are required to have a copy of their 2020 Agreement with the Rules & Guidelines. It should live in your cashbox or a file folder for reference.

PRODUCE DESCRIPTION

Please indicate which of the following products you will be bringing to the Klamath Market-

Vegetables

- Asparagus
- Green Beans
- Yellow Beans
- Beets
- Broccoli
- Cabbage
- Carrots
- Corn
- Cucumbers
- Eggplant
- Garlic
- Horseradish
- Lettuces
- Mushrooms
- Onions
- Potatoes
- Pumpkins
- Parsnips
- Peas
- Peppers
- Radishes
- Spinach
- Squash, summer
- Squash, winter
- Tomatoes
- Turnips
- _____
- _____
- _____
- _____
- _____
- _____

Fruits

- Apples
- Apricots
- Cherries
- Grapes
- Melons
- Pears
- Peaches
- Plums
- Rhubarb
- _____
- _____
- _____

Dried Fruit

- _____
- _____
- _____

Berries

- Raspberries
- Blackberries
- Blueberries
- Strawberries
- _____
- _____

Nuts

- Walnuts
- Pine Nuts
- Pecans
- _____
- _____

Honey (products)

- _____
- _____
- _____

Herbs (fresh)

- _____
- _____
- _____
- _____
- _____
- _____

Herbs (dry)

- _____
- _____
- _____
- _____
- _____
- _____

Dairy & Eggs

- Eggs
- Milk
- _____
- _____
- _____
- _____

Plants

- Bedding Plants
- Cut Flowers
- Hanging Baskets
- Herb Plants
- Nursery Stock (specify)
- _____
- _____
- _____
- _____
- _____

Meat (specify)

- _____
- _____
- _____
- _____
- _____

Baked Goods

- _____
- _____
- _____
- _____
- _____

Jams/Jellies

- _____
- _____
- _____
- _____
- _____
- _____

Prepared/Processed Foods (specify)

- _____
- _____
- _____
- _____
- _____
- _____

Miscellaneous Foodstuffs

- _____
- _____
- _____
- _____
- _____

EBT Token Program Agreement - 2020 Klamath Falls Farmers Market

The Klamath Falls Farmers Market is implementing a new program, enabling food stamp recipients to use their Oregon Trail, EBT card to buy tokens, and then use the tokens to buy produce and other foodstuffs. The bottom line, we now accept the Oregon Trail Card, USDA's Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps. One goal of the Market is to provide a new revenue source for vendors and to provide customers with alternative methods of purchasing fresh, locally produced foods. Based on the experience of other markets, we anticipate this program will contribute to an increase in overall vendor revenues. You can expect sales to be higher early in the month, and drop off in the latter weeks.

The Market will promote this program through onsite signage, brochures, press releases, and advertising. To ensure consistency and clarity for customers, the Market is requiring that all vendors participate in the market EBT token program. All vendors, including those selling items not eligible for token purchases, must be familiar with this program and comply with the requirements in this Agreement. Vendors selling items eligible will be provided with a "We Accept EBT Tokens" sign, which must be displayed at their booth. There is no fee for vendors to participate in this program. The Market will sell wooden tokens to customers using a point-of-sale (POS) machine located with the cashier at the Market booth. These are the requirements of this agreement:

- Make yourself familiar with the wooden Market token, they have a value of \$1.00.
- Tokens can only be used to purchase fruits, vegetables, meats, fish, poultry, dairy products, honey, eggs, seeds and plants intended for growing food.
- Tokens MAY NOT be used to purchase non-food items, or hot foods.
- You may NOT set a minimum purchase requirement for these tokens.
- NO CHANGE can be provided for tokens; however, you may offer the customer additional food items to make up the difference.
- At the beginning of each market day, the Vendor MUST pick up a "Token Bag". A check for the previous week may also be picked up at this time.
- At the end of the day, vendors will count the tokens, place them in the money bag provided with a tally sheet, and submit back to the cashier at the Market booth for payment the following week. Bags MUST be returned, even if no tokens are taken, or any transactions have taken place that day.



Vendors will benefit from this program as if they had individual wireless POS machines without the additional equipment and service expenses or bookkeeping responsibilities. To ensure consistency and compliance with regulations, vendors participating must sign this agreement to confirm their agreement to participate in the EBT Token program and to certify they are aware of the rules of the program.

PRINT NAME, I, _____ agree to abide by the rules described herein as they relate to processing EBT Token transactions. I agree to follow all USDA SNAP rules, as outlined in this agreement, and I will also require all individuals transacting business at the Market on my behalf to follow these rules. **I understand the Market reserves the right to remove vendors from the Market who do not comply with these rules.**

Signature _____ Date _____

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