

2016 HAMPSTEAD FARMERS' MARKET
REGULATIONS GOVERNING MARKET OPERATIONS

1. The Market shall be known as the Hampstead Farmers' Market and shall be located on the carnival grounds of the Hampstead Volunteer Fire Department, 1341 N. Main Street, Hampstead, MD. The governing body of the Hampstead Farmers' Market will be the Farmers' Market Advisory Team (hereafter referred to as the "Team"). The Team will be composed of 2 Market Managers, 2 Market producers, and 3 Hampstead residents, one of whom is also a representative of the Town of Hampstead.
2. The Market shall be open from **8:30 a.m. until 12:30 p.m.** on Saturdays. The 2016 Market will begin on **Saturday, June 4, 2016**, and will end on **October 1, 2016**, for a total of **18** market days. **It is expected that all full season farmers/producers/crafters will attend each market date.** Partial season farmers/producers/crafters (those attending less than 5 market dates) will be considered for participation in the market by the Team upon receipt of a request from the vendor. The Team reserves the right to refuse any and all farmers/producers/crafters, both full- and part-season, pursuant to the standards in Regulation #3.
3. Participation in the Hampstead Farmers' Market is restricted to bona fide local farmers, growers or producers of related food items, crafts and ornamental horticulture products, who have been given permission to participate by the Market Managers. **Vendors MUST make, bake, or grow what they sell.** Every application for participation will be evaluated by the Managers on the basis of demonstrated quality of product and the responsibility of the prospective participants. The decision of the Managers shall be final.
4. Items allowed for sale shall include, but not be limited to: meats, fish & poultry, fruits, vegetables, dried and cut flowers, container plants, berries, eggs, honey, grains, milk and cheese, cider, preserves, baked goods, jewelry, crafts, soaps, raw wool and spun wool yarn. All produce, defined as mushrooms, vegetables and fruits, offered for sale at the Hampstead Farmers' Market must be 100% grown by the farmer/producer, having spent at least 50% of its life on the producer's land. **The re-sale of produce is strictly prohibited.**
5. Sale of **all** food items is subject to approval by the Carroll County Department of Health. The State of Maryland Department of Health and Mental Hygiene prohibits the sale of hermetically sealed "home canned" food, as described in the "Interpretative Memorandum" from the Office of Food Protection and Consumer Health Services, dated August 27, 1992, which is attached and incorporated herein by reference. Baked goods, jams, jellies, preserves, conserves and fruit butters offered for sale must be prepared and labeled in accordance with the regulations outlined in the referenced "Interpretative Memorandum."
6. **Market participants shall notify the Market Manager by phone call, text or email no later than the Thursday night before a Saturday market if they will not be at the Saturday Market.** Market participants shall arrive at their assigned market spaces by 7:30 a.m. on Saturday mornings, and shall be cleaned up and departed by 1:30 p.m.
7. Market participants are responsible for obtaining any necessary permits required by the State of Maryland and/or Carroll County for selling their goods.
8. Market participants agree to make their stands and products offered for sale as attractive as possible. Participants shall keep their market space free from refuse during market hours. Sales shall be conducted in an orderly and businesslike manner. No shouting or other objectionable means of soliciting trade will be tolerated.

9. At the conclusion of market hours, participants shall remove any remaining food items, trash, and associated sales equipment (tables, chairs, baskets, boxes, bags, tents, etc.) from the site as quickly and efficiently as possible.

10. To cover operating expenses of the market, the Team has set the following **full-season** fees:

ALL VENDORS	\$85 for the first 10'x10' space and \$40 for each additional 10'x10' space
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A **partial-season** fee of \$30 per market date per space will be charged to vendors who participate less than **5 (five)** market dates. All space fees collected by the Hampstead Farmers' Market will be used expressly for the promotional and operational expenses of the market.

11. Full-season participants are expected to attend the market **every** week. Refer to Item #6.

12. The success of the market relies on the momentum built by the active participation of all farmers/producers, starting with the opening market day in June, and lasting through the last market day in October.

13. Each full-season participant shall have an assigned space at the Market location, assigned to it by the Market Managers. However, the Managers reserve the right to reassign market spaces as they see fit in the best interest of the Market, depending upon the arrival time of each vendor. The size of the market space required by the farmer/producer must be listed on the application/agreement that market participants sign when submitting their annual fee.

14. No full- or partial-season participant shall have the right to sub-lease, sell, transfer, or permit any other seller to use their assigned space without prior approval of the Team.

15. The Market's Managers' duties shall include assigning market spaces, inspecting displays, supervising selling practices, collecting fees, and performing whatever additional duties are necessary to ensure the proper operation of the market. Market participants must report any accidents or unusual occurrences immediately to the Market Managers.

16. The Team, or its designee, reserves the right to conduct official on-site inspections of farms or food-producing operations used by market participants.

17. Complaints of a suspected violation of the producer-only rule should be submitted in writing to the Market Managers. The identity of the person submitting the complaint shall be kept confidential. The Managers will notify the subject of the complaint as soon as possible to determine what level of investigation is necessary, up to and including a site visit. Farmers/producers refusing to cooperate with a site visit will be permanently removed from the market. Any farmer/producer who is found to have violated the producer-only rule will receive a warning, a temporary suspension, or be permanently removed from the market, depending on the severity of the offense. Any subsequent violation of the producer-only rule will be grounds for permanent removal from the market. Complaint resolution is the responsibility of the Market Managers, who will act upon the complaint immediately following receipt of the complaint. **If violations of the Market Regulations relating to Producer-Only violations result in suspension or exclusion from the Hampstead Farmers' Market, no refund of fees will be made.**

18. Market participants are encouraged to accept the Maryland Department of Agriculture's Farmers' Market Nutrition Program (FMNP) coupons, which will be redeemed by the Maryland Department of

Agriculture. Participants are also encouraged to accept Carroll County Food Sunday Vouchers, which will be redeemed by the Carroll County Food Sunday program.

19. The Team does not warrant, expressly or by implication, that participants will make a profit.
20. The Team specifically denies any responsibility for the quality of the products of the participants.
21. Market participants agree not to practice “distress pricing” on-site at any time during the market season.
22. All flowers must be locally grown by the farm representing the market stand. Fresh flowers must be cut and/or picked within 48 hours of market day.
23. Fruits and vegetables shall be picked within 48 hours of market day to the greatest degree possible and be of the highest possible quality. Sales of wilted or low-quality goods may result in the termination of the farmer/producer’s participation in the market.
24. The Team may reserve vendor space at the Market for fundraising, promotional and civic activities, such as membership drives and sales of tote-bags. Use of funds from Market-related product sales shall be strictly limited to meeting market expenses and are not intended for profit by any individual.
25. The Team shall promote the Market through press releases, posters, flyers, and other appropriate means at the start of the market season and when appropriate afterwards.
26. No liability insurance is provided by the Hampstead Farmers’ Market to participants in the Market. It is strongly recommended that all vendors be self-insured.
27. The Team has the responsibility and authority to direct farmers/producers to comply with the Regulations of the Hampstead Farmers’ Market. Complaints regarding violation of the Regulations, other than the Producer-Only Violations, may be referred verbally or in writing to the Market Coordinators for resolution. Penalties for violations may include a warning, temporary suspension, or permanent exclusion from the Hampstead Farmers’ Market, depending on the severity of the offense. **If violations of the Market Regulations or other rules result in suspension or exclusion from the Hampstead Farmers’ Market, no refund of fees will be made.**
28. All participants in the Market agree to abide by these Regulations. The Team shall be responsible for enforcing these Regulations. The Hampstead Farmers’ Market reserves the right to cancel the approval of any Vendor’s Application if and when the Hampstead Farmers’ Market finds said farmer/producer in violation of any of the aforementioned Regulations.
29. Booth spaces are available free of charge for Team-approved not-for-profit organizations. One of the Market Coordinators should be contacted for information regarding how to obtain a not-for-profit booth space.
30. In the interest of public health and safety, and in light of current national trends, **SMOKING WILL NOT BE PERMITTED ON THE MARKET GROUNDS.** Smoking will only be permitted in the parking lot area next to the Market.