

KEAUHOU FARMERS MARKET VENDOR INFORMATION AND POLICIES

MISSION STATEMENT

The Kona County Farm Bureau ("KCFB") sponsors the Keauhou Farmers Market in order to support agriculture in Hawaii. Consistency, diversity, and customer service are essential for the success of the farmers market. The market serves to:

1. Promote the Farm Bureau's message within the community to "Buy Locally Grown" by offering a wide diversity of locally produced agricultural products to the public.
2. Provide a venue for local farmers/producers to direct-market Hawaiian grown food, products, plants, and flowers to the public.

1. VENDOR APPLICATION PROCESS

- a. The following policies provide the criteria for the KCFB Board of Directors when reviewing new applications for potential vendors and the products they are requesting to sell, as well as for the ongoing operation of the market.
- b. It is a goal of the Kona County Farm Bureau to have the majority of products sold at the Keauhou Farmers Market offered by vendors who are the farmer/producer of the products. The KCFB Board will also strive to approve applications for new vendors who will serve to maximize a diversity of fresh local products offered to the public and avoid duplication of existing products. This not only serves to make the market more interesting to the public, but also increases the economic viability of vendors. Therefore, the Board may limit the number of products sold in any specific category (see below).
- c. Each new vendor will submit an application listing the products they would like to sell at the Keauhou Farmers Market on their application. Categories include:
 - Fresh/dried fruit
 - Fresh/dried produce
 - Fresh/dried flowers
 - Potted plants and/or potted herbs
 - Plant ornamental products and arranging
 - Jellies and jams
 - Honey
 - Fresh baked goods
 - 100% local eggs
 - 100% local nuts
 - 100% Kona coffee
 - 100% local grass-fed meat

- 100% local seafood
- Artisan bread
- Locally produced, agriculturally based medicinal and/or beauty products
- Locally prepared food and beverage products
- Other local agriculturally based specialty products

The Board may create additional product categories.

- d. General Liability Insurance is required for all vendors at the Keauhou Farmers' Market. Vendors must obtain their own insurance for their booth. Vendors may use a personal insurance carrier or go through theEventHelper.com or another similar provider. The provider must be licensed to do business in Hawaii. Insurance must be non-cancelable coverage that includes commercial general liability for bodily injury, personal injury and property damage claims \$1,000,000 limit per occurrence, \$2,000,000 Aggregate. The Certificate must name the Kona County Farm Bureau AND the Keauhou Shopping Center, along with the shopping center management company, as additional insured and include a waiver of subrogation. Vendors must provide their certificate of insurance to the Market Manager before beginning to sell at the Market.
- e. All vendors must have the following documents on file with Manager at least ten days prior to attendance at the market:
1. Copy of state general excise tax license
 2. Signed Keauhou Farmers Market Application (form provided)
 3. Signed waiver releasing the Hawaii Farm Bureau Federation and the Kona County Farm Bureau of any liability (form provided)
 4. Completed signature sheet for current version of Vendor Information and Policies (form provided)
 5. In addition to the documents listed above, vendors selling prepared food products must also have a Temporary Food Establishment Permit obtained from the Sanitation Branch of the State Department of Health. See section 6 and 7 for specific information related to value-added, prepared and ready to eat food products.

2. PRODUCTS SOLD AT THE MARKET

- a. Permanent full-time vendors may change produce offerings grown on their farm without notice to the Market Manager or the Board of Directors. Produce is defined as any raw fruits and vegetables.
- b. Permanent full-time vendors who would like to add or change their value-added offerings must get approval using the following process:
1. Notify the market manager of the potential product
 2. Fill out required form (available on website or from market manager)

3. Wait for approval from market manager to begin selling
- c. On a periodic basis, the Manager will review and distribute an updated list of products approved as well as products restricted for sale at the Keauhou Farmers Market. The Manager will also keep as copy of the current list at the Manager's tent during market days.

3. INSPECTION OF FARM

- a. All Vendors shall allow HFBF and KCFB to inspect their production facilities at any time, with or without notice, to maintain the integrity of the Farmers' Markets as a locally grown or produced product venue.

4. OTHER POLICIES REGARDING SALE OF PRODUCTS

- a. Vendors offering a unique product will be given the highest preference, as the Board of Directors reviews applications for new vendors.
- b. Absolutely no mainland produce or flowers will be allowed for sale.
- c. Henceforth, actual growers of 100% Kona Coffee will be given priority when the Board reviews new applications but may consider applications from coffee vendors who can demonstrate a direct relation to the coffee- such as a grower/farm manager. (March 2012) The label must represent growers. NO associations.
- d. Farmers (actual producers) of fresh agricultural products will always have priority as the Board of Directors reviews applications for new vendors.
- e. Farmers/producers may offer limited amounts of products from neighboring farms (not from retail sellers, wholesalers, distributors or processors) at the discretion of the Market Manager. Farmers who would like to offer these types of products need prior approval from the Market Manager.
- f. A Vendor who sells products from other farmers must have documentation (invoice, bill of sale) that these items were bought from another Hawaii farmer and must have the ability to document that these items were bought from another Hawaii Island Farmer and be familiar with the name, location, farm practices and other information pertinent to that farm. Documentation of proof of Hawaii origin must be available to the Market Manager upon request.
- g. Ready-to-eat prepared food products shall include Hawaii-grown agricultural ingredients. The Board on a limited basis may approve products without any Hawaii-grown agricultural ingredients for sale.

- h. All processed, value-added food products must be made in Hawaii in a certified commercial kitchen, unless a waiver has been obtained from the Department of Health.
- i. A vendor may sell items with their company logo (t-shirts, aprons, hats, etc.) as long as these are not the primary items for sale in a vendor's booth. Logo items shall be tastefully displayed and shall not take up more than 25% of booth display space or be more than 25% of products for sale. All other non-edible products are not allowed in the market for sale (unless otherwise noted).
- j. Applications requesting to sell non-edible products based on locally grown agricultural products created by the vendor will be considered on a case-by-case basis by the Board. For example, goat's milk soap, wreaths, or decorated (carved) gourds.
- k. No jewelry will be approved for sale at the market.
- l. Vendors who would like to participate in the EBT program must provide their own receipt book. Receipt books *must* contain triplicate forms. EBT receipt books are available to sale at the EBT booth for a nominal fee.

5. VALUE-ADDED, PREPARED FOODS SOLD AT THE MARKET

- a. It is the mission of KCFB to support farmers and local agricultural products. However, it is also the goal of KCFB to offer a diverse array of products at the market and some items (like bread) cannot be made using only local ingredients. For this reason, the Board has approved the use of up to six booth spaces for nonconforming, non-agricultural products. Examples of these products include Kombucha, Bread, Hummus, and ready to eat food.

6. READY TO EAT FOOD VENDORS

- a. Vendors selling and serving ready to eat products, both hot and cold, including drinks, both hot and cold, are encouraged to use compostable products wherever possible.
- b. After initial Board review and approval of their menu, food vendors:
 - 1. May substitute ingredients on existing menu with new or seasonal items
 - 2. May include variations in presentation
- c. Vendors cooking and serving prepared food, including farmers who are sampling their products to customers, must adhere to all State of Hawaii, Department of Health guidelines and prepare their foods in a certified

commercial kitchen. Food vendors must also have a Temporary Food Establishment Permit obtained from the Sanitation Branch of the State Department of Health. Every vendor selling a food item must apply and let the department determine the waivers. Applications are available online or at the Sanitation Branch. There is a fee schedule for permits issued; permits are good for 20 events within a 120-day period.

- d. Fire Extinguishers—Vendors cooking prepared food on premises must have a fire extinguisher on site that meets the minimum ratings required by the Hawaii Fire Department County of Hawaii.

7. FUNDRAISING AT THE MARKET

- a. Fundraising is not permitted for private individuals at market. Non-profit groups may fundraise at the market if there is space available for no charge. All products sold must be pre-approved by the Manager in advance. Applicants are encouraged to find products that complement - instead of directly compete - with the market's current offerings.

8. SPACE FEE AND PAYMENTS

- a. Monthly booth fees are to be prepaid on or before the first Saturday of each month. Cash, check and ACH payments are accepted; no credit card payments will be accepted. If payments are made weekly, the fee schedule below applies. *If no check is available, cash will be collected.* Checks are to be made out to the Kona County Farm Bureau. NOTE: If a vendor chooses to pay weekly there is an additional \$5.00 processing fee per week.
- b. If a vendor chooses to pay booth fees online, a printed receipt must be brought to the market on the first Saturday of the month to show payment has been completed.
- c. Monthly Fee Schedule (Note: General Excise Tax is added to the below fees)

Tier 1 Vendors- \$25 per booth per week for Kona County Farm Bureau members. \$30 per booth per week for nonmembers. Vendors in this tier sell raw or minimally processed agricultural products from their farms and nothing else. Examples include raw produce, eggs, meat, fish/shrimp, cut and bundled flowers, plain roasted coffee, and plain roasted macadamia nuts. This is to honor the original vision of our market, which is to support and showcase fresh, unprocessed local food.

Tier 2 Vendors- \$30 per booth per week. Vendors in this tier are farmers who sell any value-added products with ingredients from their farm.

Examples include a baked good, bread, ceviche, flavored macadamia nuts, chocolate and jam/jelly. The application process for value added items has not changed. You may still not bring unapproved items. In the case of double booths, the fee will only apply to the booth in which the value-added products are displayed.

Tier 3 Vendors- \$35 per booth per week. All restaurants and Vendors who primarily sell products with main ingredients not from their farms and or who's processed products are 80% of booth's offerings. Examples include Kombucha, bread, bagels, pet, bath and beauty products.

- d. There is a \$25 fee for any returned checks. If a vendor writes any further checks without sufficient funds, the vendor will be required to submit a deposit equal to one month's rent of five Saturdays. The \$25 fee will also be collected. The vendor may not return to market until the rent payment, returned check fee, and deposit are paid in full, at the start of market. The deposit will be held for 12 months and will be applied to any future invoice not paid on time. If after 12 months all payments are made on time, the vendor will have their deposit returned. Deposits will continue to be collected in advance, as long as all payments are not made on time.

9. ATTENDANCE AND ABSENCES

- a. Consistency and good customer service are essentials for the success of the farmers market. Vendor "no shows" and extended absences are very disruptive to market operations and have a negative impact on good customer relations. Absences of extended periods of time compromise the market's ability to provide a year-round showcase for locally grown products. Vendors shall notify the Manager if they are not able to appear at the market (see cancellations guidelines). Vendors are provided three Saturdays of excused time each year for any reason. Once these three excused absences have been used; a vendor must pay for any more absences. New vendors must be in the market 90 days prior to using their absences.
- b. Extended Absences: If a vendor wants an extended absence and does not want to give up their space, they must continue to pay for it.

10. HOURS OF OPERATION, START TIME AND SHUT DOWN TIME

- a. The market is open from 8:00 am until noon every Saturday. Vendor sales are allowed from 7:45 am to 12 Noon. Vendors and market staff are permitted to purchase from each other prior to the start bell. Vendors shall be gone from the property by 1:00 pm. The Manager will ring a bell at 7:45 am indicating that vendors may start to sell. Vendors who sell before 7:45 will receive a penalty (see section 23 "Penalties" below).

- b. Vendors need to be on site early enough to complete their booth set-up by 7:45 am. Vendors shall contact the Manager if they expect to be late. *Vendors must remain until 12 Noon unless sold out.* If a vendor sells out of products early on a regular basis, they should strive to increase the inventory brought to the market. It is disruptive to the market and a disappointment to the customers when vendors run out of products to sell or are not present until the close of the market. If a vendor sells out prior to 11am, the vendor is expected to stay until 11am. Vendors consistently leaving before 11am who have sold out, or vendors leaving before noon whom have not sold out, will be evaluated on a case-by-case basis by the Board of Directors.

11. TRASH

- a. Vendors must remove unsold, damaged, or expired fruits/vegetables, produce, food products, **and/or packaging or cardboard boxes** when leaving the site. Vendors are responsible for their own trash and must clean up their booth area at the close of market day. Recycling handled on a volunteer basis by Board or vendors.

12. VEHICLES AND TRAFFIC

- a. A vendor may leave one vehicle within their assigned vendor parking space. Vendors renting two stalls may leave two vehicles within their vendor space. On certain occasions, shopping center management may ask vendors to park in another location. Please cooperate. As a safety precaution, spotters should be used when driving in the parking lot. Specifically, when vendors must leave the market in their vehicles during market hours, spotters must be careful to watch for pedestrians coming and going to/from the market. Vendors who load and unload outside of their allocated parking space must move their vehicles to their designated space by 7:45 am. Vendors doing setup and breakdown for the Farm Bureau's market equipment must ensure that equipment is properly secured and follow all driver and safety laws. The market will not be held liable for any accidents or injuries resulting from unsafe practices.

13. SPACE ASSIGNMENTS

- a. The market Manager will work with vendors in order to find booth locations that work best for both the vendor as well as the market. The Manager will make the final decision regarding vendor placement. Electricity for vendor booths is available on a case-by-case basis, as determined by shopping center management. Vendors are to discuss their individual electricity needs with shopping center personnel.

14. SHARING & ALTERNATING BOOTHS

- a. It is OK to share or alternate a single booth - with prior approval by Manager - if two individual vendors do not have enough products. The following guidelines apply:
 1. Each vendor in a single booth must submit a separate application, and both vendors must be Kona County Farm Bureau members. No more than two vendors are allowed per booth.
 2. Each vendor must apply to sell specific products, as individuals.
 3. Arrangement must be for the long-term (i.e. not for a set period of time, such as during short harvest of a specific crop).
 4. Both vendors will attend market in a "booth share" situation
 5. Each vendor will attend market on an every-other-week basis, in an "alternate booth" arrangement.
 6. Payment is consistently billed and collected from one individual party only.
 7. Both applicants are in good standing with the market policies.
- b. In the event a vendor has a short, seasonal product that they would like to sell, they are permitted to ask other vendors if they would be willing to purchase it from them at a wholesale price, for the purpose of resale at the market. In this scenario, the seller would NOT need to be a member of the Kona County Farm Bureau. They also would not be present and representing their product at the market, at the time of sale.

15. VENDOR STALLS, SETUP AND EQUIPMENT

- a. Vendors must provide and are responsible for their own tables, tents and equipment. *Tables and equipment must be contained within vendor's 10x10 space.* Tents shall be no larger than 10x10 feet. Tents must be secured for high winds. When it is windy, the Market Manager will do a "tent check" to ensure that all vendor tents are secured. Vendors who are not prepared to secure their tent will be fined \$50 and must take down their tent or leave the market for the day. In the event of a vendor tent blowing over, the vendor will receive up to a \$150 fine.
- b. Generators--Vendors approved for use of a generator must use a low decibel (<60decibel) inverter type generator or battery pack at all times.
- c. Fire Extinguishers—Vendors cooking prepared food on premises must have a fire extinguisher on site that meets the minimum ratings required by the Hawaii Fire Department County of Hawaii.

16. CASH BOX, RECORDS & RECEIPTS

- a. Each vendor shall have their own cash box with appropriate change, scales if necessary, and any other equipment required. Vendors using scales must have them calibrated and registered with the state; appropriate documentation of calibration must be available at the market. Vendors must be able to provide a receipt to customers. The receipt should indicate the name and contact information for the vendor/company and the amount of sale. Vendors are required to keep a record of daily sales for General Excise Tax and income tax purposes.

18. SIGNS

- a. It is strongly encouraged that vendors have a professional sign identifying their farm/company prominently displayed. Signs for products and prices should be legible and clearly displayed and may require approval by the Manager. Vendors may not advertise their products as "organic" unless they are certified organic by a licensed certifying agency. Sandwich boards are permissible as long as they are placed next to the vendor's booth, and do not obstruct foot traffic.

19. KEAUKOU FARMERS MARKET EQUIPMENT

- a. The Manager oversees set up of the market tents, tables and chairs within the market's common areas. This equipment shall not be moved and/or used by vendors as it is for the customers.

20. RESTROOMS

- a. Restrooms are available and operated by at the Keauhou Shopping Center, based on their own policies.

21. SALE OF FARM

- a. In cases where a vendor's farm is sold, the farm's new owner must re-apply for a booth at the Keauhou Farmers market. Booth space is provided to an individual Farm Bureau Member, not to a farm.

22. VENDOR ETIQUETTE

- a. Keauhou Farmers Market is a community of vendors. Vendors should be considerate of how their behavior affects the sales of other vendors and the atmosphere of the market. Disparaging comments about the market, or hostility towards other vendors, customers, shopping center personnel or the Manager, will be taken seriously and may be grounds for a penalty.

23. PENALTIES

- a. Vendors in violation of any of the market policies may be subject to the following penalties: a written notification will be hand-delivered or emailed to the vendor:
 1. *First Offense*: The first time a vendor is in violation of a policy, they will be given a verbal warning notifying them of the offense.
 2. *Second Offense*: The second time a vendor is in violation of the same offense, they will be charged a \$25 fine to be paid at the next market attended.
 3. *Third Offense*: The third time a vendor is in violation of the same offense, they will be charged a \$50 fine to be paid at the next market attended.
 4. *Fourth Offense*: The fourth time a vendor is in violation of the same offense will result in the vendors removal from the farmers market. If a vendor is removed, they must wait a minimum of 90 days to reapply to the market and are not guaranteed space. In addition, they will be placed on a waitlist for any items they wish to sell that are in a limited category, even if they were selling these items when they were removed from the market.

- b. Severe Infractions:
 1. Severe infractions will be determined by the Board and/or the Manager and will be dealt with on a case-by-case basis. Severe infractions may be grounds for
 2. removal from the market.
 3. Process
 - a. When the Manager thinks a vendor *may* be in violation of the market policies in a way that rises to the level of "severe infraction" the Manager will begin by serving the vendor with a notice of violation that includes the time and place of the Board's meeting to review this violation.
 - b. The Board will meet to review the infraction and the vendor may give their input at this time.
 - c. The Board will then determine sanctions (if any), which may include the removal of the vendor from the market. A decision to remove a vendor from the market will require a majority vote.
 - d. If a vendor is removed from the market due to a severe infraction, they may reapply to the market after 12 months.

24. REMOVAL FROM MARKET

- a. The Board, at their discretion, can terminate a vendor and remove a vendor from the market at any time for any reason. A 2/3 vote of the Board will be needed.

- b. At the discretion of the Manager, failure to pay a fine when due may result in removal from market until the fine is paid.

25. ADMINISTRATION AND AUTHORITY

- a. The Board shall have sole authority, in its absolute discretion, (i) to interpret and implement the terms of these Policies, (ii) to amend, modify or rescind the terms of these Policies, and (iii) to make all other determinations and take such other actions with respect to these Policies as the Board may deem advisable. All decisions, determinations and interpretations made by the Board shall be binding and conclusive on all affected individuals having an interest in these Policies.

26. ARBITRATION

- a. Any claims, disputes or controversies arising out of or relating to these Policies shall first be submitted to nonbinding mediation conducted by Dispute Prevention and Resolution, Inc. ("DPR") pursuant to the Mediation Rules, Protocols and Procedures of DPR then in effect. If the mediation has failed to resolve the dispute, then the dispute shall be settled and finally determined by arbitration before a single arbitrator in Kailua-Kona, Hawaii, in accordance with the Arbitration Rules, Protocols and Procedures of DPR. If DPR is not in existence at the time of the dispute and the parties are unable to agree upon a substitute dispute resolution company, either party may apply to the Circuit Court of the Third Circuit of Hawaii for the appointment of a substitute dispute resolution company. Any judgment upon the award rendered in any such arbitration shall be final and binding upon the parties and may be entered in any court having jurisdiction thereof. All fees and expenses of DPR shall be shared equally by the parties. The arbitrator shall award to the prevailing party in any arbitration the costs and reasonable attorneys' fees incurred by the prevailing party.

Signature Page

I have read, understood, and agree to the Keauhou Farmers Market Policies. **I am aware that participating in the market requires that I abide by these policies, including obtaining the proper insurance coverage as described on page 2 of the Policies.**

Signature

Business Name

Printed Name

Date

Please return completed signature page to Manager. Original will be kept in vendor files.