

# VENDOR HANDBOOK

The Franklin Park Conservatory and Botanical Gardens Farmers Market encourages, supports, and promotes the entrepreneurial efforts of local, independent and small-scale farmers, food producers, and artisans seeking to sell their products directly to consumers.

We are proud to be an incubator for small local businesses. Our market is registered with the Ohio Department of Agriculture as a “Farmers Market,” which is defined as a location where producers congregate to offer fresh fruits and vegetables and other food items for sale.

A vendor that is not exempt because of the types of food they are selling (i.e. a product other than one listed above), must be licensed and/or regulated by the local health department that has jurisdiction, and must abide by all licensing and/or permitting requirements including but not limited to Mobile Food Operation, Food Safety (such as Home Bakery or Frozen), and Nursery Dealer License.

It is the non-exempt vendor's sole responsibility to acquire all appropriate licenses and comply with all federal, state, and local regulations.

**The following links can offer guidance for many product lines:**

**[COTTAGE FOOD](#)**

**[COSMETICS](#)**

**[STARTING-A-FOOD-BUSINESS](#)**

**[FOOD-SAFETY RESOURCES](#)**

As such, farmers market vendors that offer for sale only one or more of the following are **exempt** from retail licensing:

- ✿ Fresh unprocessed fruits or vegetables
- ✿ Maple syrup from an exempt producer, sorghum, or honey (properly labeled)
- ✿ Properly labeled products of a cottage food production operation
- ✿ Commercially prepackaged food that is not potentially hazardous, on the condition that the food is contained in displays, the total space of which equals less than one hundred cubic feet on the premises where the person conducts business at the farmers' market.

# DEFINITIONS & RESPONSIBILITIES

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All vendors must qualify in at least one of the following categories:

- ✦ Farmer - a person who owns or manages a farm; a person who cultivates land or crops or raises animals. Includes fruit, vegetable, or flower growers; raising animals for meat, dairy, or eggs; producer of trees, shrubs, plants, or bulbs; cheese maker; honey or maple syrup producer.
- ✦ Food Producer - a person or company that creates edible goods; a producer of food ("Cottage Food" or licensed) to take home. Includes but is not limited to jams, cider, pickles, bread and pastries.
- ✦ Artisans - a person or company that creates non-edible goods; an artist, crafter, or maker of art, trinkets or other handmade items. Includes but is not limited to accessories, apparel, art, bath and body, ceramics, fiber goods, housewares, jewelry, leather, mixed media, paper, toys and woodworking.
- ✦ Food Trucks - a mobile structure or vehicle equipped with facilities for cooking and selling food; a temperature-controlled structure or vehicle providing ready-to-eat foods.

Vendors should review the following section(s) and responsibilities appropriate to their business and product(s). Those who wish to sell in multiple categories must follow the guidelines for each applicable category.

## FARMER

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Given our support of and desire to promote Ohio agriculture and farming, vendors of the market should be farmers themselves, a family member of the farm represented, business partners or direct employee of the business. In addition, employees or members of an agricultural cooperative are allowed.

- ✦ Farmers are to sell only what they produce.
- ✦ All products must be grown in Ohio.
- ✦ Farmers may sell value added products that they themselves do not produce, pending approval from the Market Manager. Preference is that you produce the product yourself.
- ✦ Farmers who distribute CSA shares and include products grown or made by other farmers or food producers in their shares may not sell those products at the market.
- ✦ All products are subject to approval by the Market Manager.
- ✦ PRODUCTS PURCHASED AT WHOLESALE, AUCTION, OR "TERMINALS" IS STRICTLY PROHIBITED.
- ✦ All products are subject to approval, and therefore shall be submitted with the vendor's application. However, individual varieties are not required. For example, if your farm grows lettuce, you are only required to submit "lettuce," not each individual variety of lettuce your farm grows.
- ✦ Only items approved by the Market Manager may be sold at the market.
- ✦ The Market Manager may remove any product not approved for sale.

## FOOD PRODUCER

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Our market is committed to building a sustainable and thriving local food economy. To that end, all vendors selling value-added, cottage foods, or prepared food items must demonstrate to the market that they source as many ingredients from Ohio farmers and businesses as possible (i.e. eggs, produce, honey, milk, meat). The Market Manager reserves the right to audit a food producer's sourcing at any time. Food producers may be required to submit receipts or invoices that show their local sourcing relationships, including contact information of the farm or business.

- ✦ Food producers may sell products that they, themselves, have produced.
- ✦ Preference is given to food producers who utilize products that they, themselves, grow.
- ✦ Products sold by food producers should reflect the local agricultural system (i.e. if two vendors apply, one vendor with orange juice, the other with apple cider, preference is given to the vendor with apple cider because it is made of a raw product that is grown in Ohio).
- ✦ Products must comply with all city, state, and federal regulations.
- ✦ All products are subject to approval by the Market Manager.
- ✦ PRODUCTS PURCHASED AT WHOLESALE, AUCTION, OR "TERMINALS" IS STRICTLY PROHIBITED.
- ✦ If selling products under the guise of "Cottage Food Production," vendor shall adhere to all policies set forth in the Ohio Administrative Code, Chapter 901: 3-20 Cottage Food Production, including labeling of product(s).
- ✦ The Market Manager may remove any product not approved for sale.

## ARTISANS

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Artisans are permitted on a case-by case basis. We prioritize food vendors and our goal is to keep 80% of the vendors food based.

- ✦ Products must be made by the vendor.
- ✦ Preference is given to Ohio related products and/or products made with Ohio-sourced materials.

## FOOD TRUCKS

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- ✦ All food trucks must be properly licensed with city, state and/or federal agencies.
- ✦ Food trucks using propane and/or deep frying for food preparation must have a fire extinguisher that is compliant with safety codes and procedures.

# CORPORATIONS, MULTI-LEVEL MARKETING & NONPROFITS

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Our market is committed to small farmers and food producers. As such, corporations, multi-level marketing companies, nonprofit organizations and the like are not permitted to vend as weekly vendors. Instead, our markets welcome these organizations through alternative methods such as:

- ✿ Community Table
- ✿ Sponsorship

For more information, contact the Market Manager.

## INSPECTION

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All vendors are required to comply with the rules set forth in this Vendor Handbook, which includes transparency of production and product sourcing. The market, Market Manager or an appointed third party working on behalf of the organization, reserves the right to inspect your farm or establishment and its primary sites of production, announced or not, at any point in time. However, if and when possible, the Market Manager will provide 48-hours advance notice of planned inspection.

If a farm or business chooses to decline an inspection by the market, a Market Manager, or appointed third party, said refusal will be cause for immediate suspension from the market. Our market promotes an honest and transparent relationship with its vendors and customers. As such, vendors of the market should be forthcoming and honest regarding products, production, and other pertinent information regarding his/her/their business.

## LABELING

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Vendors should provide clear, written information about production methods to any consumer who requests it.

**ORGANIC LABELING:** According to Title 7: Agriculture, Part 205—National Organic Program, Subpart B—Applicability: Except for operations exempt or excluded in §205.101, each production or handling operation or specified portion of a production or handling operation that produces or handles crops, livestock, livestock products, or other agricultural products that are intended to be sold, labeled, or represented as “100 percent organic,” “organic,” or “made with organic (specified ingredients or food group(s))” must be certified according to the provisions of subpart E of this part and must meet all other applicable requirements of this part. Certified organic producers shall provide a certificate issued by a certifying organization.

**CERTIFIED NATURALLY GROWN:** All vendors labeling as “Certified Naturally Grown” shall provide a certificate issued by Certified Naturally Grown.

# **POLICIES, RULES & REGULATIONS**

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**ATTENDANCE:** Upon approval, dates of participation requested by the vendor and approved by management are considered binding. If, at any time, you require changes to your schedule, please consult with the Market Manager. If you cannot attend, or will be late to the market, please contact the Market Manager as soon as possible. Vendors are expected to attend all dates that they have contracted for unless they have asked for and received permission from the market manager. We have a full variety of products for our customers and can often find a vendor to fill a vacant spot with enough notice.

**INCLEMENT WEATHER POLICY: Our market is open rain or shine.** During inclement weather events, it is up to the individual vendor to decide whether to attend the market or not. Absences due to hazardous or severe weather (other than rain) will not count against the vendor's attendance record. The Market Manager has the authority to close a market early, open a market late, or cancel a market day due to severe or inclement weather. If inclement weather should occur, the Market Manager will make decisions to change market operations based on weather reports and on-site market conditions, and vendors will be notified of the change in a timely manner by email or text. As the market is operated by the Franklin Park Conservatory and Botanical Gardens, we are expected to follow safety guidelines that the Conservatory has adopted. Our security constantly monitors the radar for approaching thunderstorms and will advise staff in the event that there is lightning in the area. In the case of approaching lightning, staff will alert vendors and customers as a precaution, and the Wells Barn will be available for shelter. In this event, our staff will be expected to shelter in place until security gives clearance for the market to resume. Although this is our policy, we will allow our vendors to make their own decisions based on their risk tolerance.

**INSURANCE:** All vendors must provide proof of liability insurance, in the form of certificates of insurance, greater than or equal to \$1 million dollars. The market location solely provides space for the market and its vendors, and assumes no liability for farmers market, its staff, vendors, or customers. The Certificate must include the following:

- ✦ Vendor Liability Coverage including Products Coverage  
(Products Coverage must extend to all produce sold): \$1,000,000 per occurrence
- ✦ Comprehensive Auto Liability Coverage: \$1,000,000 per accident Franklin Park Conservatory  
Joint Recreation District 1777 East Broad Street, Columbus, Ohio 43203

**LICENSES & PERMITS:** It is the responsibility of the vendor prior to opening day to obtain and submit copies of all licenses and/or permits which are required and/or necessary to farmers markets, including but not limited to a Mobile Food Operation, Food Safety (such as Home Bakery or Frozen), and Nursery Dealer License. All vendors must comply with laws, ordinances and regulations set forth by the applicable municipal law, the State of Ohio, and the United States. If a license and/or permit expires during the market season, it is the sole responsibility of the vendor to provide renewed copies of said licenses and/or permits. Vendors with expired licenses and/or permits will not be allowed to sell at the market until they have submitted updated coverage. If you sell a product on which sales tax is collected, you are responsible for obtaining a vendor's license.

## **PRICING**

- ✦ Pricing of product is the responsibility of the individual vendor.
- ✦ Prices should be displayed clearly.
- ✦ Dropping prices at the end of the day is not permitted.
- ✦ Vendors are prohibited from giving products away for free or at below-cost pricing, thus undercutting potential sales of other vendors.
- ✦ Prices should reflect fair market value.
- ✦ Vendors shall follow the guidelines set forth by the Ohio Administrative Code, Chapter 901: 6-7 Packaging and Pricing of Food and Nonfood Products.

## **SAFETY & SANITATION**

Vendors must maintain the market space in a clean and sanitary condition. When you leave, all areas considered to be the “market site,” including grassy areas and sidewalks should look like they did when you arrived. If a vendor does not clean his/her/their market space, such shall constitute a breach under the rules and regulations and will be subject to removal.

- ✦ All food must be kept at least 6 inches off the ground.
- ✦ No vendor shall bring an animal at any time with the exception of registered service animals.
- ✦ All unsold products, containers, signs, debris and/or trash must be taken with you.
- ✦ Clean up should conclude within one hour of market closure.
- ✦ Tables, tents, signs, and other materials must not impede pedestrian traffic.
- ✦ Vendors offering samples or cooking demonstrations must comply with all city and state regulations, as well as instructions of the market.
- ✦ Vendors using grills must have a fire extinguisher onsite.
- ✦ Vendors may not smoke while at the market.
- ✦ All vendors must have the necessary licenses and/or permits required by law with them during market hours.

## **SALES REPORTING & EVALUATION**

Vendors will be asked to complete a Sales Record Sheet for each individual market date, reporting their total sales on a weekly basis. Sales Record Sheets will be dispersed and collected by a method identified by the Market Manager. This data will help us better articulate the role these markets play in our economy and communities, and advocate for their sustainability into the future.

## **STALL ASSIGNMENTS**

- ✦ Stalls are assigned with respect to balance, parking and electricity needs and logistics at each market.
- ✦ Assignments for the season and each week are made at the discretion of the Market Manager to maximize space, promote diversity of product in the Market, and assure safety.
- ✦ The same location each week is not guaranteed.

## **WEIGHTS & MEASURES**

All scales should be capable of approval by the Columbus Division of Weights and Measures. You may contact them at (614) 645-7397 with questions or concerns.

# MARKET SPECIFIC POLICIES, RULES & REGULATIONS

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## ARRIVAL & DEPARTURE

- 🌿 Vendors should be in place and ready to sell at least 15 minutes before the market begins.
- 🌿 No vendor may drive into the market site after the market has opened without the permission of the Market Manager. Latecomers may be denied admission or admitted and located at Market Manager's discretion.
- 🌿 Vendors may NOT leave prior to the end of the market, unless in cases of exceptional circumstances and approved by the Market Manager.
- 🌿 Repeat instances of tardiness or absence may result in removal from the market.

## EQUIPMENT & SUPPLIES

All equipment should be in working condition and not hazardous to customers, other vendors, the market or Market Manager.

- 🌿 Vendors are required to supply their own tables, tents, signs and like materials.
- 🌿 Vendors must display an identifying sign for their farm or business.
- 🌿 Tablecloths are required.
- 🌿 Electricity is not available in all spots, please plan accordingly.
- 🌿 Vendors shall supply carts or like equipment for transporting supplies.
- 🌿 Vendors must have weights equal to 20 pounds per leg to safely secure tents and canopies.  
If tents are inadequately secured, the Market Manager will ask the vendor to take down the tents and may not be allowed to sell. Tents may be secured to a vehicle, but weights are still required on tent legs not tethered. Tent weights should be securely attached to the tent, be tethered with lines that are taut and clearly visible and should not create a tripping hazard in the market.

## VENDOR SPACE

- 🌿 Vendor space will be assigned by the Market Manager.
- 🌿 Each space is approximately 10' x 10'.
- 🌿 Vendors may request more than one space, but it is NOT guaranteed.
- 🌿 Excessive tardiness or absence may result in a reassignment of space or forfeiture of deposit.
- 🌿 Those staffing a vendor's stall must be the applicant(s), employee(s) or family member(s) of the applicant who can knowledgeably speak about the life of the product(s) sold. Vendors may share one space on the condition that both vendors are approved.

## PARKING

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Parking is free of charge and will be available near the market area. You are allowed to unload next to your tent.

## **SNAP & PRODUCE PERKS *and other incentive programs***

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Given our concern for the surrounding communities, Farmers and Food Producers are required to accept SNAP tokens, Produce Perks and other coupons where applicable, but only when city, state and federal regulations have been met. Under no circumstances should producers accept tokens or coupons for goods not eligible and/or approved by said programs. Disparaging comments directed at or about a recipient of SNAP or Produce Perks, other social benefits including but not limited to the Senior Farmers Market Nutrition Program and WIC Farmers Market Nutrition, the market, Market Manager, employees or volunteers of the market will not be tolerated and are grounds for immediate expulsion with no redress.

## **APPROVAL REQUIREMENTS**

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The approval to participate in the market will not exceed one growing season and is based on the receipt of necessary documents including, but not limited to:

- ✦ Completed application
- ✦ Signed acknowledgment from Farmers Market Vendor Handbook
- ✦ Applicable permits and/or licenses required by the municipal law, State of Ohio, Department of Agriculture state or federal
- ✦ Token, SNAP and Produce Perks agreement
- ✦ Certificate of insurance, naming the market(s) as a certificate holder
- ✦ Sign Designation Form

**Applications will be approved (or declined) based on the following criteria including, but not limited to:**

- ✦ Product diversity (individual and market);
- ✦ Farming practices;
- ✦ Sourcing of ingredients;
- ✦ Scheduling and available space;
- ✦ Market readiness;
- ✦ Market conduct;
- ✦ For existing vendors, a positive record of attendance, and general compliance with rules, policies and regulations.

### **Approval Process**

- ✦ Early January - Application period for new season begins
- ✦ Applications may remain open if the market needs/wants additional vendors
- ✦ May 15 - All insurance forms due to Market Manager, copies of all licenses and/or permits due to Market Manager



# CODE OF CONDUCT

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All participants are expected to act in a professional manner. Participants may not bully, disrespect, or publicly disparage other vendors, products, volunteers, customers, market staff, city officials, host locations, businesses, or the market, either in person or by electronic media. This type of behavior may result in permanent expulsion from the market with no redress.

## COMPLAINTS

Complaints should be made in a timely manner, and not be disruptive to the marketplace. Complaints and concerns should be directed to the Market Manager.

## GROUND FOR REMOVAL

- ✦ Failure to obey city, state or federal laws and regulations.
- ✦ Failure to obey the market policies, rules and regulation in the sole discretion of the Market Manager.
- ✦ Causing an unsafe marketplace for vendors and/or customers.
- ✦ Excessive tardiness or absence in the sole discretion of the Market Manager.
- ✦ Disrespect of market vendors, participants or partners (as stated above).

## DISCIPLINE

For the first offense, a verbal and/or written warning will be issued. The second offense will incur a written warning and may include a meeting with the market manager. Upon the third offense, the response may include, but is not limited to, suspension and/or termination of any business, current and future, with the market.

# CONCLUSION

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With the submission of your application, you are acknowledging that you have read, understand and agree to adhere to the above stated policies, rules and regulations set forth by the Market. You understand that additional policies, rules and regulations may be implemented for the benefit of the marketplace and agree to abide by them.

By participating in the market, you agree to give consent to all photographs, audio recordings, academic work and/or video recordings taken of you or your staff. You understand that such photographs, audio recordings, academic work, and/or video recordings become the property of the market, and may be used by the market, parent companies, or others with their consent, for educational, instructional or promotional purposes determined by the market and its parent companies in broadcast and media formats now existing or created in the future.

You agree to protect, indemnify and hold harmless host locations, the market, and its employees, volunteers, service vendors or independent contractors from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of market space, the purchase of any item from any producer, or in connection with any action or claim.