

**The Riverview Farmers Market (“Market”)
A Farms in the Heights Program (“FITH”)
Market Vendor Rules and Regulations**

Section 1. Types of Vendors:

1. Food Vendors

a. **Farm Vendor:** Sell agricultural products grown within 200 miles of Jersey City, NJ. Farm vendors can sell both added-value items (such as jelly or cheese) and/or fresh agricultural products, 80% of which are directly grown or produced on their own farm. Farm vendors may sell a portion of products from other local farms upon approval of the FITH Board (“the Board”). (All products/produce from other farms must be labeled as such.). **All Farm Vendors are required to participate in the Riverview Farmers Market SNAP/EBT Token Program.** Farm vendors will be reimbursed by check on a monthly basis based on number of SNAP/EBT tokens submitted each week to the market manager. Farm vendors must post clear, large, prominent signage re: acceptance of SNAP/EBT and where applicable, WIC/SFMNP vouchers.

b. **Prepared Food Vendors:** Sell foods including baked goods, coffee, sauces, jellies, and dairy. FITH prioritizes vendors who source as many of their ingredients as possible from local farms or producers within 200 miles of Jersey City. In compliance with NJ regulations, such foods must be prepared in a licensed, inspected commercial kitchen. See Chapter 24 of the NJ Health regulations.

c. **Concession food vendors:** Food trucks with City and State verified permits may sell food cooked at the Market. Vendors may also sell reheated food that has been prepared in a commercial kitchen. FITH prioritizes vendors who source as many of their ingredients as possible from local farms or producers within 200 miles of Jersey City.

2. **Specialty Vendors:** Merchandise, products, or services that complement food offerings or further FITH’s mission, e.g. knife sharpening, organic beauty products, or local pet food.

3. **Artisan and Craft Vendors:** Unique and high-quality handcrafted art and craft work.

4. All decisions regarding which vendors will participate in the Riverview Farmers Market are subject to the final approval of the Board. In making such decisions, the Board will consider, without limitation, Market Vendor Priorities.

Section 2. Parking

1. There are no approved parking spaces provided for Market vendors; however, certain vendors are permitted to place their vehicles within Riverview Park. Since there are no reserved parking spots, vendors are encouraged to arrive early for the Market so that they can ensure

parking in the area adjacent to the Market. **Vendors are not permitted to park their cars inside of Riverview Park, without express permission of FITH.**

Section 3. Attendance

1. Unless on a special schedule approved by the Board (1st and 3rd Sundays, for example), vendors agree to be present for every Market of the Market season, which runs every Sunday, 10:00 am – 3:00 pm, from the first weekend in May through the weekend before Thanksgiving. Weather conditions are not a permissible basis upon which a vendor can skip a Market day, unless the vendor is notified by the Market Manager or a FITH Board member that the Market is closed due to weather or other indicated reasoning. However, if weather conditions raise particular concerns for certain products sold by a vendor, s/he should contact the Market Manager one hour prior to the Market to inform the Market Manager that s/he will be unable to attend.
2. If a vendor would like to participate on a bi-monthly or monthly schedule or only for specific months, the request must be submitted to the Board for approval. FITH has learned that some vendors succeed better at the market if they are only in attendance for some, instead of all, market dates. We therefore reserve the right to accept certain vendors on the condition of limited attendance, generally the 1st and 3rd Sundays of the month when FITH has more programming and community events.
3. If a vendor is unable to attend the Market due to extenuating circumstances, s/he should inform the Market Manager no later than 24 hours before the Market.
4. If a vendor will be more than 20 minutes late, s/he should inform the Market manager as soon as practicable but no later than one hour before the Market begins. This contact should be made via phone call, not text message.

Section 4. Fees

1. Upon acceptance to the market, **all food vendors are required to obtain Health Permits** from the Jersey City Department of Health and Human Services (360 MLK Drive, Jersey City, NJ). Food vendors must pay \$150 permit fee. ****Non-food vendors are not required to obtain a permit from the Health Department.****
 - a. **Food Vendor (as defined in Section 1, a., b., c. above) Fees:** \$50/week or \$45/week for Local Food Sourcer vendors.*
 - b. **Specialty Vendor Fees:** \$35/week or \$30/week for Local Food Sourcer vendors.*
 - c. **Artisan and Craft Vendor Fees:** \$35/week, or \$30/week for Local Food Sourcer.*
 - d. All fees are collected in the beginning of the month.

2. Although a vendor may indicate on her/his application the “type” of vendor s/he wishes the Board to designate them, the Board will ultimately determine which fees apply to a vendor, based on, without limitation, its review of the entire application and discussions with the vendor.

3. Any and all additional space used by a vendor which is greater than the 12 X 12 space provided for that vendor’s stand at the Market shall result in a flat \$10 charge/week for the additional space used.

4. ***Local Farm Sourcer Vendors**

a. Our New Local Farm Sourcer (LFS) Vendor Fee discount offers discounts to prepared food, concession, specialty and craft vendors who agree to source **one or more** of the raw materials for at least one of their RFM sold products from an RFM farmer or a local farmer (within 200 miles of Jersey City).

b. Discounts are offered on no less than a monthly basis.

c. Random Vendor compliance checks will begin in June. Vendors who agree to be an LFS vendor for the year will receive the discount for the month of May even though compliance is not expected until June.

d. FITH may provide vendors with appropriate signage to designate them as LFS vendors.

Section 5. Resale Rules for Market Vendors (Products not made/produced by Vendor)

1. Offsite Produce Sales/Resale Limitations

a. Vendor shall be defined as “the producer of goods sold and shall include the spouse, siblings, children, parents, and employees of the applicant who assist in the production of products sold at the Market.” Resale shall be determined in light of Market Vendor Priority Considerations for Resale. No resale is permitted without the express approval of FITH Board. If FITH discovers resale products being displayed without approval, the vendor must immediately remove the products.

Section 6. Customer Satisfaction

1. Customer satisfaction is the responsibility of the vendor. However, where appropriate, FITH or the Market Manager may address customer complaints with vendors and seek to remedy problems or issues.

Section 7. Local Sourcing Requirements

1. All products produced and grown within 200 miles of Jersey City should be labeled so as to indicate that they are locally sourced and grown.

2. The Board largely discourages vendors from selling products that come from outside of this range. In no instance, even if approved for resale, should more than 20% of a vendor’s products come from a distance greater than 200 miles outside of the Market area. Any vendor seeking permission to sell products, more than 20% of which are produced at a distance greater than 200 miles outside of the Market area, must request, via writing (including e-mail) permission to sell such products and provide a justification for selling such products.

Section 8. Measurements

1. USDA Scales are preferred for measurements.

Section 9. Permits

1. Vendors are responsible for any additional permits that they are required to have by the State of New Jersey. The Board will assist vendors who need assistance obtaining permits where time and resources allow for it.

Section 10. Product Labels

1. Products labels should include vendor name, product name, price, ingredients, and weight.
2. Vendors should note when products are "locally sourced," "locally grown," or "locally created" where appropriate. Local, as used in this section, shall mean within 200 miles of the Market area.

Section 11. Insurance (List "Farms in the Heights" as the additional insured, not the Riverview Farmers Market)

1. A certificate demonstrating FITH's listing as an additional insured on the vendor's general commercial liability insurance policy (\$1,000,000/occurrence) should be submitted with the vendor's application, or, at the latest, must be received prior to start of Market season. It must be valid for the entire Market season.
2. All authorized vendors participating in the Riverview Farmers Market shall be individually and severally responsible to FITH for any and all damages that result from any vendor activity associated with the Riverview Farmers Market. Vendors shall also be individually and severally responsible to the aforementioned organization's board, officers, and members for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' negligence or that of its representatives, servants, agents, and employees; and all vendors hereby agree to indemnify and save FITH and hold it harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by FITH by reason of the vendors' negligence or that of its servants, agents, and employees; provided that the vendors shall not be responsible nor required to indemnify FITH for negligence of FITH's representatives, servants, agents, and employees. Because no insurance is provided to participants in the Riverview Farmers Market, each vendor must carry his/her own product and/or general liability insurance as applicable and must be prepared to submit it upon request.
3. All vendors are required to have vehicle liability insurance for any vehicle used for business at the Market and must be prepared to present proof of insurance upon request.

Section 12. Set Up/Clean Up

1. **Space Assignment:**
 - a. The Market Manager will assign spaces on or before any Market day. Vendor sales slots

are assigned according to availability and retail considerations. Vendors may display produce on tables facing the public but not on the ground. Flame-retardant canopies and umbrellas are allowed.

b. Vendors who use canopies or umbrellas must secure the canopies or umbrellas to the ground using anchors. When weather mandates, vendors should ensure that canopies or umbrellas **MUST BE SECURED**. Vendor has sole responsibility for this and any resulting damages which occur as a result of failure to comply with this rule.

2. **Set Up**

a. Vendors should arrive no later than 20 minutes before the Market begins or should inform the Market Manager of expected lateness. Chronic late attendance/absences (More than 3 latenesses/absences) by a vendor shall result in an infraction and will qualify as a direct violation of the Rules of Regulations of the Riverview Farmers Market, thereby subjecting the vendor to sanctions, including, but not limited to, increased fees, suspension or removal from the Market. Providing the Market manager with notice of a lateness/absence shall excuse no more than 2 latenesses/absences. Vendors are responsible for their own set up and should ensure they have adequate staff to set up their selling area; they should not rely on others, except in emergency.

3. **Cleanup**

- a. All vendors shall be responsible for the cleanliness of their selling areas.
- b. All vendors agree to keep the Market area free of debris generated by Market activity.
- c. All vendors shall clean up their areas at the end of each Market and not to dispose of trash using receptacles at Riverview Park.

Section 13. Signs/Displays

1. Each vendor must display an identification sign each week. The sign should not exceed 4 feet by 8 feet.
2. If individual items are not priced, then displays must be clearly posted indicating the prices. No other displays will be allowed, unless permission is granted by the Board.
3. Farm Vendors participating in the SNAP/EBT Token Program must display prominent signage indicating acceptance of SNAP/EBT Tokens and, where applicable, WIC/SFMNP Vouchers.
4. **All food/farm vendors must post their health permit in a conspicuous manner.**

Section 14. Beverages

1. Vendors may submit an application to sell beverages that are, preferably, not commercially bottled, to the Market Manager who will submit such applications to the Board. However, vendors will be permitted to sell water in an unaltered state without prior approval. Vendors must receive permission from the Board to sell any other beverages.

Section 15. Vendor Meetings

1. Vendors will meet briefly at the end of each market season month with a FITH representative. FITH may also use email communication as a substitute for in person meetings.
2. Vendor meetings will give vendors an opportunity to address any issues or concerns with the Market Manager and also provide the Market Manager and FITH an opportunity to

communicate any concerns to Market vendors.

Section 16. Vendor Grievance Policy

1. Vendors are required to conduct themselves professionally and courteously to all market attendees, the Market Manager and the FITH Board. Additionally, all vendors are required to communicate any concerns or issues with other vendors, the Market Manager or FITH in a respectful and considerate manner. Should FITH determine, in its sole discretion, that a vendor is not acting in a manner commensurate with these expectations, it may result in a range of actions, up to and including the complete termination of status as a vendor at the Riverview Farmers Market.
2. Vendors are encouraged to raise concerns or issues with the Market Manager or the Board informally, but may also raise more serious concerns via the formal vendor grievance policy.
3. All vendors may send, via email, or other written communication, a formal written grievance with regard to any issue that the vendor wants to formally raise with the Market Manager and the Board with regard to the Rules/Regulations or other issues. The Vendor should cite the rule/regulation which she believes has been violated.
4. All formal grievances should be sent via email to the Market Manager and the FITH email (farmsintheheights@gmail.com).
5. Unless an emergency issue is raised, the Board will address the grievance within two weeks or at its next scheduled board meeting, whichever is sooner, and the vendor shall receive a decision on the grievance.
6. Should the vendor be unhappy with the decision issued by the Board, the vendor may request to appear, via telephone or otherwise, at the next FITH Board Meeting to express disagreement. The Board may thereafter amend its decision or leave its prior decision unaltered.