

## Windsor Farmers Market Rules and Regulations



The Windsor Farmers Market is operated by the Town of Windsor Parks, Recreation and Culture Department. The Town has adopted the following Rules and Regulations and at any time may amend, delete, or modify these to meet the needs of the Windsor Farmers Market. In order to keep the Windsor Farmers Market an inviting and enticing place to sell and purchase goods, we ask that all vendors treat the customers, staff and volunteers in a professional manner to foster a cooperative involvement.

### 1. Statement of Purpose

- a. The Windsor Farmers Market (“WFM”) creates a link between local Colorado producers, small businesses, entrepreneurs and the consumer; provides an opportunity to bring the people of the community together and to stimulate the local economy; create awareness of local growers and strives to provide foundational support for Colorado growers and producers who impact the Windsor area.

### 2. Application

- a. All vendors will apply to the Windsor Farmers Market by visiting <http://www.managemymarket.com/landing.aspx?orgID=1097>.
- b. All approved vendors are subject to a \$15 application fee.
- c. All licenses, permits and insurance must be uploaded prior to the first market date.

### 3. Hours, Dates and Location

- a. The WFM will operate Saturdays, 9 a.m. - 1 p.m. June 22<sup>nd</sup> to September 28<sup>th</sup>, 2019 (15 markets).
- b. WFM is located at the Market Pavilion at Boardwalk Park (approximately 111 5<sup>th</sup> Street, Windsor, CO 80550).

### 4. Set-up and Take-Down

- a. Setup time will begin at 7:15 a.m. Vendors with large trucks are encouraged to arrive early. All vendors must be unloaded by 8:30 a.m.
- b. No sales before 9:00 a.m. (this helps keep order in the market).
- c. Displays must be neat and orderly at all times.
- d. Food items shall be displayed on a table or bench.
- e. Display tables must be freshly painted or cornered with a clean cloth and in good repair.
- f. All products must meet the Colorado Department of Agriculture Packaging and Labeling standards.
- g. Displays cannot block nearby spaces or create a hazardous condition. Items shall remain within the lines of the space rented.
- h. Takedown begins at the close of the market (1 p.m.) and must not interfere with customer traffic. Vendors must clean their display area after each use. Early tear down will not be allowed! A fee of \$30 will be assessed to any vendor that leaves a market early.
- i. Vendors are responsible for the removal of their own trash.
  - A. Before leaving the market, each vendor must remove all matter and debris from their area. This includes the area around the stall, common walkway and parking areas. Trash must be completely removed without regard to whether the litter originated in the vendor's area and must be disposed of. Vendors who fail to clean up properly face fines of \$50 that will be added to the following week's fees. Trash receptacles will be provided on site.
- j. Market will operate rain-or-shine and no refunds will be given due to weather conditions.

- k. Sellers must furnish their own signage, money, packaging, chairs, drop cloths, tables and displays must fit within the assigned space.
- l. All products must have proper signage, which include the following: price per unit, package, bunch, product name and variety, and if it is not grown in a field, please indicate method (i.e.: hydroponics).
- m. Sales made by weight must be measured with scales that have a current valid seal of approval from the Colorado State Department of Agriculture Weights and Measures Division.
- n. All vendors must display a sign, with lettering at least 3” inches high, clearly identifying the name of their establishment, the city, town, or county and state where their production occurs
- o. All tents (if present) must be securely weighted with a minimum of 10 lbs. at each corner, to withstand rainy or windy conditions or be subject to immediate removal.
- p. No signage shall impede or hide other spaces.

## **5. Parking/Vehicles**

- a. For safety reasons, driving into market sales area after 8:30 a.m. for loading and unloading is not allowed.
- b. Vendors are encouraged to park in the DDA parking lot on the south side of the railroad tracks, just east of 5<sup>th</sup> Street after unloading. Do not park within ten feet of the railroad tracks.
- c. The roundabout is for immediate unloading and loading only.
- d. No vehicles will be allowed in or around the Market Pavilion during the market (unless parked prior to 8:30 a.m. and approved previously by Market Manager).
- e. Vehicles with fluid leaks are NOT permitted on the concrete. Vehicles that leave visible puddles of fluid on the concrete surface are required to clean up prior to departing. Failure to do so will result in a \$150 fine, no exceptions.
- f. See Appendix A for map.

## **6. General Rules of the Market**

- a. Smoking is prohibited in the Market Pavilion.
- b. Sale of marijuana/edible marijuana products is prohibited.
- c. Alcohol is not allowed within the Market Pavilion.
- d. The use of televisions or stereo systems is prohibited.
- e. Use of abusive language will not be tolerated on the market grounds.
- f. No one may beg, loiter, solicit, or place any poster, advertisement or billboard on the market premises.
- g. No one may sell or attempt to sell any merchandise on the market grounds without the express permission of the market manager.
- h. Sale produce must be clean and fresh; tables and containers must be clean. No products will be sold off the ground or pavement. If you are using a drop cloth underneath your products, please make sure it is clean and that it stays clear from customer traffic.
- i. The Town of Windsor is not liable for theft or damage of any merchandise before, during or after market hours.
- j. The Town of Windsor assumes no responsibility and is not liable for any injuries, which may occur within an individual stall.
- k. Vendors are expected to keep their merchandise in reasonable order and allow unimpeded access to customers.
- l. For health and safety reasons, vendor’s personal pets are not allowed at any market. The sale or giving away of animals at any market is also prohibited.

## **7. Standards of Conduct**

- a. Be knowledgeable about products (how it is grown, used, produced, etc.).
- b. Unreasonable, outrageous or disruptive activities and behavior are prohibited.
- c. Be courteous, professional and presentable at all times.
- d. No drinking alcohol or smoking

- e. Yelling, hawking, throwing of objects, swearing, name-calling, slanderous remarks about others or disparaging comments about other products and/or people will not be tolerated.
- f. Producers experiencing difficulty with customers are encouraged to refer the matter to the Market Manager.
- g. Complaints about other producers or the Market Rules and Regulations must be made in writing to WFM Manager.
- h. Distribution of printed materials (other than pre-approved vendor brochures), petitions, or political advertisements is prohibited.
- i. Committing a criminal act will cause immediate expulsion from the market and is subject to appropriate legal action.
- j. Loitering or solicitation is strictly prohibited.

## 8. Who Can Sell

- a. The WFM provides an outlet for horticulture and agriculture related produce (vegetables, fruit, flowers, honey, etc.) from home gardens, small plot noncommercial growers and small plot commercial growers.
- b. WFM Vendor Types – Each vendor at time of application will identify a category depending on the type of goods being sold:
  - A. Meat/Cheese/Eggs
  - B. Baked Goods
  - C. Produce
  - D. Community Group/Non-Profit
  - E. Service
  - F. Beverage
  - G. Pets (consumable items)
  - H. Spreadables
  - I. Spices
  - J. Other Consumable Goods
- c. The Market Manager/Staff will have the final determination on the number/type of vendors allowed to participate in the WFM.

## 9. Vendors are regulated by:

- a. Windsor Farmers Market Rules and Regulations
- b. Farmers' Market Consumer Produce Sampling Guidelines - <http://www.coloradofarmers.org/sampling-guidelines/>
- c. Farmers' Market Association Safety Guidelines – <http://www.coloradofarmers.org/safetyguidelines/>
- d. Weld County Department of Public Health and Environment - <http://www.co.weld.co.us/Departments/HealthEnvironment/EnvironmentalHealth/FoodSafetyfoRRegulatedFacilities/Applications/Licenses.html>

## 10. What can be sold:

- a. Products sold at the WFM must be grown, produced or processed within Colorado or Wyoming. Products grown regionally will be considered on a case by case basis.
- b. Resale of products will be considered on a per vendor bases. Proof of where agricultural product was originally purchased will be required.
- c. Unprocessed Agricultural Products: fruits, vegetables, herbs, grains, flowers, bedding plants, potted plants, compost.
- d. Eggs may be sold, but they must be kept below 41° during the Market and vendors must submit a copy of a current license from the Health Department with application.

- e. The vendor is responsible for monitoring and maintaining proper temperatures in accordance with Weld Department of Health codes. Vendors who sell products that must be kept refrigerated or frozen must have an accurate thermometer on-site.
- f. Value-added Agricultural Products: raw agricultural products grown by the seller that have been processed, and are regulated by government agency regulates may be sold, including:
  - A. Packaged jerky or other animal products exhibiting the USDA seal may be sold.
  - B. Packaged and labeled honey, baked goods, jams, jellies and roasted chilies must be produced in a commercial kitchen or facility, and obtain a Retail Food Establishment (RFE) license.
  - C. Any processed greens (lettuce, spinach, etc.) sold pre-packaged must also be processed in a commercial facility.
- g. Only those products listed on the vendor's application will be allowed for sale. Vendors must notify the Windsor Farmers Market in writing of any proposed changes before bringing previously unlisted items to the market.
- h. You will be required to provide market manager a photocopy or fax of your Health Department permits and licenses for all of the above listed items. If you have questions regarding food safety and Health Department requirements, call our local Health Department. The vendor is responsible for monitoring and maintaining proper temperatures in accordance with Weld County Department of Health codes. Vendors who sell products that must be kept refrigerated or frozen must have an accurate thermometer on-site.
- i. Organic Produce or Products
  - A. If a grower markets produce or products as being "organic," they must have the USDA approved certification clearly displayed on-site.

## 11. Samples

- a. Samples must be kept in clean, covered containers approved by the Dept. of Public Health.
- b. Toothpicks or disposable utensils must be used to distribute the samples.
- c. Clean, disposable plastic gloves must be used when cutting any samples.
- d. Cutting surfaces must be smooth, non-absorbent and easily cleanable.
- e. Producer must have control over samples at all times.
- f. There must be a waste container in a prominent place adjacent to the sampling area for public use.
- g. Health Department rules and regulations require hand washing station for all vendors offering samples.

## 12. Assigned selling areas:

- a. All vendors will be assigned a selling area.
- b. All vendors will be granted one selling area with application acceptances. This space will be approximately 10' x 10'; additional 10 x 10 spaces as requested in your application will cost \$10 per space per market.
- c. Vendors are required to note the maximum spaces needed during the market on their application form; vendors who rent more than one space shall rent that space for the entire season (During times with fewer sale items, this may require vendors to spread out product in order to utilize all spaces). For example if a vendor needs a maximum of three spaces in August, but only uses one space in July, that vendor needs to pay for the additional two spaces at each market in July. A maximum of three spaces will be allowed.
- d. Although vendors are assigned a selling area, the Market Manager reserves the right to move or relocate vendors as necessary to accommodate the Market's needs.
- e. Attention will be given during space assignments to maintain an even distribution of vendors and products.
- f. If accepted to the market, vendors will receive a confirmation letter, including a map with the vendors selling area assignment.
- g. Market Manager will have the final say regarding all selling areas.

- h. Electricity is available at no extra fee.
- i. Vendors are allowed to sell from their designated space only or with authorization from Market manager.

### **13. Licenses and Health Regulations/Permits:**

- a. All vendors are responsible for the necessary licenses and permits for their booth and to display them at each Market.
- b. Windsor Farmers Market requires proof of proper licensing, food safety training and permits for vendor products when applicable. Upload documents at Manage My Market at time of application.
- c. If you are selling whole, uncut produce then you do not need a Retail Food Establishment License. If you are going to be selling produce by the slice, or any other potentially hazardous foods (such as prepackaged ice cream, wrapped burritos, cream pies, etc.) then you need to obtain a Retail Food Establishment License. Note: vendors may provide samples of their food product as long as it is done in a clean and sanitary manner. A license is **not required** for samples.
- d. All vendors selling food must abide by the Cottage Foods Act (<https://www.colorado.gov/pacific/cdphe/cottage-foods-act>)
- e. If the product being sold does not fall under the Cottage Foods Act, a Retail Food Establishment License is required (code 6200 or 6300).

### **14. Percentage of Gross Sales and Sales Tax**

- a. Each day upon arrival at the Market, all vendors must check-in with the Market Manager and retrieve a Town of Windsor sales tax envelope. The Market Manager will collect 3.95% town sales tax on all items sold.
- b. A separate envelope will be given to each vendor to collect 5% gross sales due at the end of each Market.
- c. Remit your fees by placing a check or cash in your sales tax/gross sales envelopes and submit to the Market Manager. A \$25.00 fee will be charged for any checks returned due to insufficient funds.
- d. Vendors must honestly and completely report all sales made by the vendor or vendor's agents at each Market. If discrepancies are suspected, the Market manager will have the authority to confront, question and possibly remove vendor from market.
- e. State sales tax will be the responsibility of the vendor.

### **15. Cancellation Policy**

- a. Producers who do not show up two or more times at a market during their designated season may lose their space reservation and are subject to dismissal from the Market. No refunds will be given.
- b. In case Windsor Farmers Market has to cancel a market due to unforeseen circumstances, you will be contacted by phone and e-mail.
- c. If you are unable to attend a market due to unforeseen circumstances or emergency, you must e-mail or call the Market Manger or Recreation Supervisor.

### **16. Discipline or Removal of a Vendor from the Market**

- a. Vendors who do not comply with Market rules and regulations shall forfeit selling privileges at WFM and may be subject to fines and penalties.
- b. WFM will provide adequate written warning prior to taking any disciplinary action during the market season. Appropriate County Agricultural Commissioner's and State Department Food and Agricultural inspection services will also be notified. A vendor may be removed or suspended from any market or have selling privileges in the market limited by WFM for any of the following reasons:
  - A.** Failure to obey and conform to State, local government or WFM Market rules and regulations.

- B. Inadequate documentation of product not produced by the vendor. It is the vendor's responsibility to provide proper documentation if requested in connection with any in a written appeal of a suspension or dismissal.
  - C. Causing or maintaining unsafe or unsanitary conditions.
  - D. Repeated failure to attend markets.
  - E. Behavior that obstructs any other vendor's commerce or ability to transact business.
- c. If WFM receives a legitimate complaint pertaining to questionable quality, conduct or business practices about a vendor, the following actions will be taken:
- A. A written warning will be given to the vendor, including the date, time and nature of complaint.
  - B. A second complaint may result in the vendor being subject to a two-week suspension of selling privileges.
  - C. A third complaint from a customer may result in a minimum 30-day suspension and/or permanent removal from the WFM.
- d. Vendors or producers are required to satisfy any customer complaint in any circumstance. Vendors must accept returned product.
- e. Violating the Colorado Weights and Measures regulations will be subject to a penalty.
- f. No refunds will be given as a result of any infraction of any local or State government laws or Market rules and regulations.
- g. It is the responsibility of the vendor to abide by Weld Department of Health guidelines concerning the vending of potentially hazardous products. These include but are not limited to: meats, poultry, dairy products and cheese. If any vendor is deemed to be in violation of health codes pertaining to such products, the following measures will be taken:
- A. The vendor will be immediately removed from the market for that day.
  - B. Penalties may be assessed against the vendor for selling a hazardous food product.
  - C. The proper regulatory agency will be notified. The severity of any penalty or discipline imposed by WFM will be directly related to the gravity or repetition of the violation. A vendor is responsible for the actions of its representatives, employees or agents. The decision by WFM regarding all of the above matters shall be considered final; however a written appeal of any WFM decision will be welcomed and considered.

**17. Insurance Requirements:**

- a. All applicants selling food or beverage must have a Liability Insurance Policy. It must have a minimum coverage of \$1 million per occurrence. A certificate of insurance must be included with the application.
- A. Your insurance accord must list the Town of Windsor as additionally insured. It should read:
 

Town of Windsor  
301 Walnut Street  
Windsor, CO 80550
  - B. You can upload a copy of your insurance on Manage My Market.
  - C. See Appendix B for sample insurance accord.

**18. Important Contact Information**

- a. Lexie Spykstra  
Recreation Coordinator  
Town of Windsor  
250 N. 11<sup>th</sup> Street, Windsor, CO 80550  
(970) 674-3510  
[aspikstra@windsorgov.com](mailto:aspikstra@windsorgov.com)

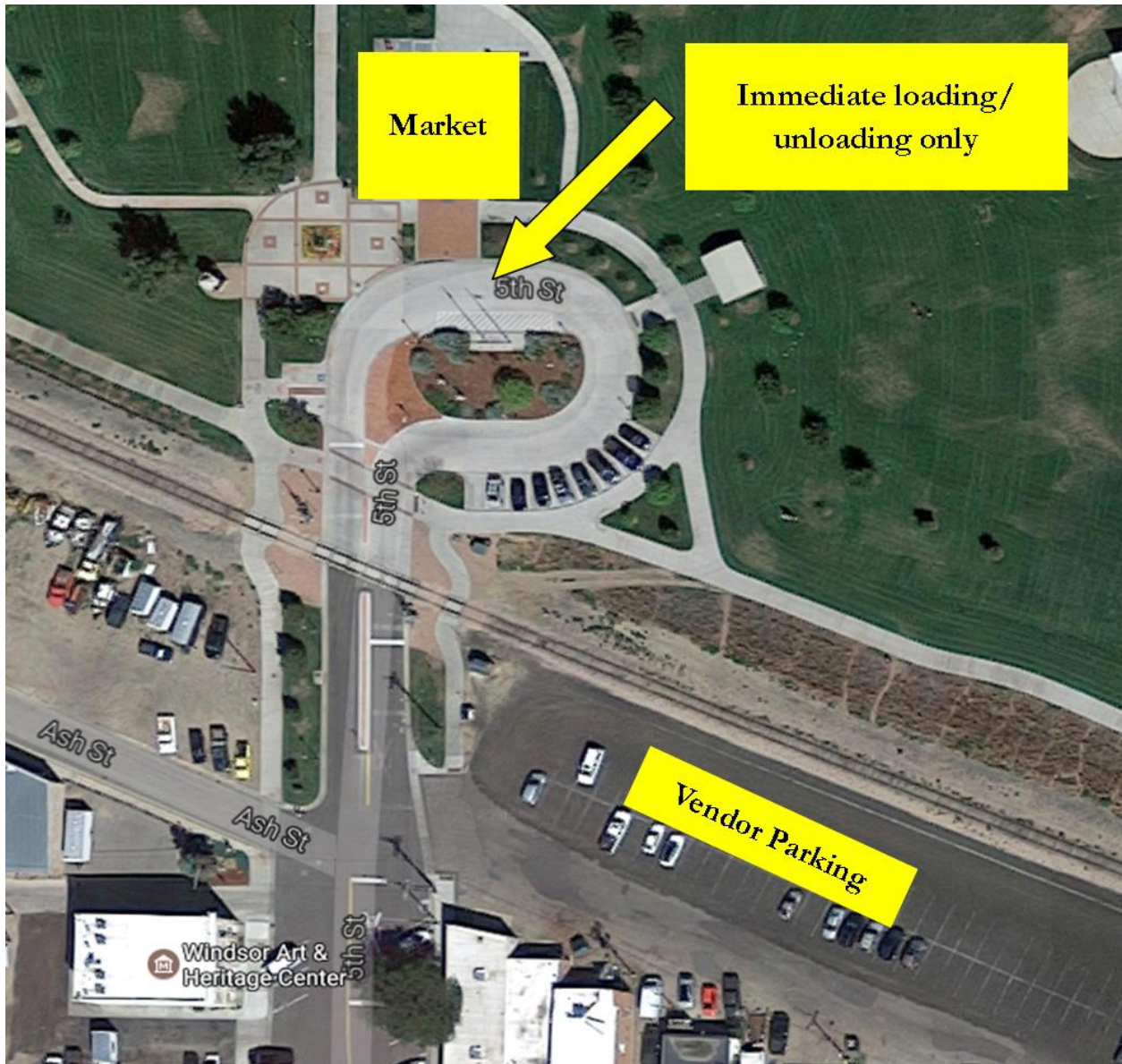
- b. Weld County Department of Public Health and Environment: Environmental Health Services

17th Ave., Greeley, CO 80631  
Monday - Friday 8:00am - 5:00pm  
Phone: (970) 304-6415

- c. The Department of Consumer Services (Scale Certification)  
2331W. 31st Ave., Denver, CO 80211-3859  
Phone: (303) 477-0076  
Fax: (303) 480-9236



Appendix A – Parking/Site Map





Appendix B – Sample Insurance Accord

Business' Insurance Broker

# Sample Certificate of Insurance

ACORD PRODUCER		CERTIFICATE OF LIABILITY INSURANCE			Date (mm/dd/yy) 08/01/00
Agency Manager, Inc. 2500 Bond Street University Park, IL 60466		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Name No. 800-999-5368		COMPANIES AFFORDING COVERAGE			
INSURED Valet Business		COMPANY A Blue Sky Insurance			
123 Main Street		COMPANY B			
San Francisco CA 45678		COMPANY C			
COVERAGES		COMPANY D			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	UNITS	
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	123456789	01/01/16	01/01/17	GENERAL AGGREGATE	\$ 1,000,000
				PRODUCTS-COMP/OP AGG	\$ 1,000,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE (Any one fire)	\$ 50,000
				MED EXP (Any One Person)	\$ 5,000
				COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per Person)	\$
				BODILY INJURY (Per Accident)	\$
				AUTO ONLY -EA ACCIDENT	\$
				OTHER THAN AUTO ONLY	\$
				EACH ACCIDENT	\$
				AGGREGATE	\$
				EACH OCCURRENCE	\$
				AGGREGATE	\$
				WC STATUTORY LIMITS	
				OTHER	
				EACH OCCURRENCE	\$
				EL DISEASE-POLICY LIMIT	\$
				EL DISEASE - EA EMPLOYEE	\$
DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The Town of Windsor is named as additionally insured as respects General Liability and Automobile Liability. A waiver a Subrogation in favor of the Town of Windsor applies to Workers Compensation. Special Event 5K on July 10 <sup>th</sup> , 20XX					
CERTIFICATE HOLDER			CANCELLATION		
Town of Windsor 301 Walnut Street Windsor, CO 80550			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE		
ACORD 25-S (1/98)			ACCORD CORPORATION 1998		

Name of Insured (it should match the name as written on application)

Claims Made or Modified Occurrence is not acceptable

This section should reference the event and date of event

Current dates are required

Total CGL amount should be \$1mill

Signed by the Broker or Insurance Company only