

**Farmers Market Promotion Program (FMPP)
Final Performance Report**

The final performance report summarizes the outcome of your FMPP award objectives. As stated in the FMPP Terms and Conditions, you will not be eligible for future FMPP or Local Food Promotion Program grant funding unless all close-out procedures are completed, including satisfactory submission of this final performance report.

This final report will be made available to the public once it is approved by FMPP staff. Write the report in a way that promotes your project's accomplishments, as this document will serve as not only a learning tool, but a promotional tool to support local and regional food programs. Particularly, recipients are expected to provide both qualitative and quantitative results to convey the activities and accomplishments of the work.

The report is limited to 10 pages and is due **within 90 days** of the project's performance period end date, or sooner if the project is complete. Provide answers to each question, or answer "not applicable" where necessary. It is recommended that you email or fax your completed performance report to FMPP staff to avoid delays:

FMPP Phone: 202-690-4152; Email: USDAFMPPQuestions@ams.usda.gov; Fax: 202-690-4152

Should you need to mail your documents via hard copy, contact FMPP staff to obtain mailing instructions.

Report Date Range: <i>(e.g. September 30, 20XX-September 29, 20XX)</i>	September 29, 2015 – September 29, 2017
Authorized Representative Name:	Elyse Wood
Authorized Representative Phone:	720-507-3663
Authorized Representative Email:	community@bcfm.org
Recipient Organization Name:	Boulder County Farmers Markets
Project Title as Stated on Grant Agreement:	Union Station Grower's Market
Grant Agreement Number: <i>(e.g. 14-FMPPX-XX-XXXX)</i>	15FMPP CO-0150
Year Grant was Awarded:	2015
Project City/State:	Denver, CO
Total Awarded Budget:	\$99,163.57

FMPP staff may contact you to follow up for long-term success stories. Who may we contact?

- Same Authorized Representative listed above (check if applicable).
 Different individual: Name: _____; Email: _____; Phone: _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0287. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable sex, marital status, or familial status, parental status religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program (not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

1. State the goals/objectives of your project as outlined in the grant narrative and/or approved by FMPP staff. If the goals/objectives from the narrative have changed from the grant narrative, please highlight those changes (e.g. “new objective”, “new contact”, “new consultant”, etc.). You may add additional goals/objectives if necessary. For each item below, qualitatively discuss the progress made and indicate the impact on the community, if any.
 - i. Goal/Objective 1: Average \$2,000 of daily 2016 weekend market sales per farmer/rancher over the first market season, and an average \$1,000 of daily 2017 (determined that weekday market in this location was not feasible in the grant period) weekday market sales.
 - a. Progress Made: The 2017 market began on Saturday, June 4th and ran through October. We had an average customer attendance of 1,087 per market. This was very similar to our 2016 numbers. Average weekly sales for each farmers and ranchers has decreased to - \$908 per market. We had 21 farmers/ranchers this season. We added one market date on the last weekend of October, but found sales and traffic to be slow during this month in general bringing down our average daily sales. Our property managers also changed the terms of our square footage allowing for fewer vendors. We saw an average of 34 vendors a week that include farmers, packaged goods and limited prepared down from 36 in the 2016 season. We have since negotiated to expand space across the plaza for the 2018 season. We determined that the weekday market is not possible in this location for foreseeable future. We are focusing our efforts on making the Saturday well attended and fruitful before exploring the weekday option further. In the total grant period of two years, we worked with 27 different farmers and ranchers over the two year period. We worked with 16 different packaged and prepared. This was 59 total vendors. Many sold during the 2016 season, and returned the 2017 season.
 - b. Impact on Community: As a whole the 21 farmers and ranchers that participated in the 2017 season saw a total of \$399,789.88 in gross sales for the 22 week season. Packaged vendors saw \$156, 514.84 in gross sales and prepared food vendors grossed \$68,514.57. We also had market guests that grossed \$29,156.49. In total – the market vendors grossed – \$653,975.78 in 2017. Over the two year grant period sales were \$1,209,377.78 total for all vendor types. Over the two years gross sales for local farmers and ranchers was \$790,914.88. They also created new partnerships with restaurants and customers that lead to other market channel sales. The community at large – over 30,000 residents in the Lower Downtown area of Denver alone – had weekly access to fresh fruits and vegetables as well as a direct contact with those that produced it. This creates a better knowledge and understanding of where food comes from, the labor that goes into it and an invested interest to continue to support.
 - ii. Goal/Objective 2: Increase SNAP sales by 5% each month over the first market season.
 - a. Progress Made: We offered SNAP and Double Up dollars throughout the entire 2017 season. We saw \$2,500 in SNAP and Double Up sales. The goal was for the first season which we accomplished and continued minimal growth.
 - b. Progress Made: We accomplished our goal of raising SNAP sales to 5% over each month for the first season. While the number is small in comparison to the overall sales, we believe this will continue to rise as we increase outreach year over year. We partnered with Cooking Matters to offer cooking tours. We had three of these tours during the season. They were not highly attended, average 2-3 participants per tour. Continued partnership will help accomplish these programs.

- c. Impact on Community: The impact for SNAP recipients was minimal, but growing incrementally. We found that the changing demographic of the Lower Downtown area of Denver made it more difficult to appeal to low-income communities. The downtown area has increased in income, and we are exploring avenues to bridge these economic gaps and ensure all demographics feel comfortable shopping at market.
 - iii. Goal/Objective 3: Create a replicable rules and regulations guide for other markets wishing to reach a growers-only standard.
 - a. Progress Made: This is complete and attached to the final report for use by other organizations. We created a template rules and regulations for other organizations to use if they decide to transition to producer only including a established fee structure and definitions of producer only that can adapted to individual organization needs.
 - b. Impact on Community: We hope that the template can help other markets become producer only as well as create a self sustaining market operation.
 - iv. Goal/Objective 3: Create a self-sustaining market by the end of 2016 market.
 - a. The market is now self sustaining and we are entering into our 3rd season. By midway through the second season we no longer needed to draw down on grant funds. We did not find the weekday to be viable at this time or appropriate for this location given the commuter traffic and limiting factors on the plaza. We will continue to continue to evaluate as the downtown area shifts.
 - b. Impact on Community: We are still building community presence, but our partnerships are getting stronger in the area and other organizations are excited to partner with us more and more.
2. Quantify the overall impact of the project on the intended beneficiaries, if applicable, from the baseline date (the start of the award performance period, September 30, 2017). Include further explanation if necessary.
- i. Number of direct jobs created: 4 (one coordinator, two market staff and one finance assistant)
 - ii. Number of jobs retained: 4
 - iii. Number of indirect jobs created: 40
 - iv. Number of markets expanded: The market did not expand this year, but in the 2018 season we will be increasing the booth space by 4 booths.
 - v. Number of new markets established: 0
 - vi. Market sales increased by \$ 653,975.78 and increased by 15% from 2016. Market sales over the two year period were \$1,209,377.78. This 100% increase over the grant period as the market did not exist before the grant period.
 - vii. Number of farmers/producers that have benefited from the project: 23 farmers were selected to participate in the market again in the 2018 season. Farmer gross sales were \$399,789 in 2016. There were a total \$790,914.88 farmer gross sales over two year grant period.
 - a. Percent Increase: 2% increase over 2016.
3. Did you expand your customer base by reaching new populations such as new ethnic groups, additional low income/low access populations, new businesses, etc.? If so, how?
- We offered a comprehensive SNAP and Double Up program. We worked with Denver Public Health to help spread the word about our program as well as the statewide initiative through Livewell. Unfortunately, our location despite being at the transportation hub of the state ended

up not being highly trafficked by low-income low access individuals. We have joined a city planning committee to explore a mobile market possibility. While we might not be a managing partner we are looking into being a source for produce and other goods in order to give access to local agriculture directly into these communities.

4. Discuss your community partnerships.

- i. Who are your community partners? We worked with SlowFood Denver and SlowFood USA more closely this year on Slow Food Nations. An event that brought together the world's food champions. We worked closely again with Downtown Denver Partnership and Larimer Associates to maintain a positive leasee and lessor relationship and in 2018 will be partner on collaborating events. We renewed our partnership with EatDenver on our chef demo booth. We teamed up with Westword to bring a weekly article series.
- ii. How have they contributed to the overall results of the FMPP project? Slow Food Nations brought us more visibility, but no monetary gain. EatDenver contributed \$2,500 to this program specifically. The weekly Westword article kept our market top of mind throughout the season.
- iii. How will they continue to contribute to your project's future activities, beyond the performance period of this FMPP grant?

We will continue these partnerships into next year. We will continue to manage our permit through Downtown Denver Partnership. Larimer Associates committed to sponsoring our plaza permit fee for another year. We are working with EatDenver on both at the chef demo booth, and a new weeklong dinner series with local chefs that helps fundraise for a local food access non-profit, The Growhaus, while simultaneously building new chef farmer relationships. Thirty chefs will participate, and work with all our farmers at Union Station

5. Are you using contractors to conduct the work? If so, how did their work contribute to the results of the FMPP project?

We did, RTD light rail ad. We will likely not use this avenue again as the results we not measurable. We also did a saturation mailer that went out to 10,000 lower downtown residents. The mailer offered \$5 off \$20 purchase. We only 100 returned to market. We might do this offer again but make it more attractive.

We used a contracted photographer in the 2016 season. These photos became a large part of our core social media. We still use these assets and will continue to do so. We also hired a marketing consultant for the end of the first season and he beginning the second season. We pulled this work in house with a marketing director midway through 2017.

6. Have you publicized any results yet?* yes, we've publicized market information.

- i. If yes, how did you publicize the results? Press releases, saturation mailers, RTD ads, Livewell Double Up Campaign, weekly Westword article
- ii. To whom did you publicize the results?
The media, direct to consumer and low-income low access families.
- iii. How many stakeholders (i.e. people, entities) did you reach? We can estimate a reach of 150,000.

*Send any publicity information (brochures, announcements, newsletters, etc.) electronically along with this report. Non-electronic promotional items should be digitally photographed and emailed with this report (do not send the actual item).

7. Have you collected any feedback from your community and additional stakeholders about your work?
 - i. If so, how did you collect the information? We conducted a survey at the end of 2016 season from both vendors and customers. Vendors feedback helped to inform the next season's operations as well as identified the benefit the market on their operation. The customer survey was more related to where customers were coming from.
 - ii. What feedback was relayed (specific comments)? The feedback was operation and less qualitative. We are gathering more qualitative feedback going into our 3rd season which includes personal stories and experiences at market as well what customers would like to see at the market as we enter into our 3rd season. This will be a facebook survey.

8. Budget Summary:
 - i. As part of the FMPP closeout procedures, you are required to submit the SF-425 (Final Federal Financial Report). Check here if you have completed the SF-425 and are submitting it with this report:
 - ii. Did the project generate any income?
 - a. If yes, how much was generated and how was it used to further the objectives of the award? We did generate a program income of \$75,388 in 2017. We did not see income start coming in until July 2017. A portion of it was used to offset 2017 expenses and the remaining is retained for the following season. We were also able to offer more large-scale marketing initiatives like RTD light rail ads and saturation mailers as well as hire a higher-level marketing director to initiate these campaigns. We've started securing our permits and ads for the upcoming 2018 season. In the two year grant period, we saw a total program income of \$142,515.

9. Lessons Learned:
 - i. Summarize any lessons learned. They should draw on positive experiences (e.g. good ideas that improved project efficiency or saved money) and negative experiences (e.g. what did not go well and what needs to be changed).

Developing outside partnerships has been the most beneficial source of outreach – partnering with EatDenver on a chef demo booth and participating in Slow Food Nations. These projects added value to our already succinct operations. The chef demo booth added a weekly educational component that helped market goers learn how to cook seasonally with chefs from their community. The Slow Food Nations participation put us on a national map. It also got us further connected to organizations that are doing similar work to us and which only creates further collaboration.

We learned not to get too big too fast. It was difficult to make the decision to not debut the weekday market and since opening the Denver market we've received over dozen requests for us to build markets in different communities around Denver. While this is exciting and positive feedback focusing on building one market is important to it's

retention and presence in the community. We want to make sure the capacity is there to maintain this one market let alone five or six more. It takes longer to build momentum than we originally thought.

- ii. If goals or outcome measures were not achieved, identify and share the lessons learned to help others expedite problem-solving:

We did not create our weekday market. After much discussion with our property partners we identified that a weekday market in this location is not feasible just yet. It is not off the table. We also weren't able to expand as quickly as we thought. We had big visions, but once we implemented we realized there were too many stakeholders to make quick expansions happen. We will see some growth in market size this year, but minimal.
- iii. Describe any lessons learned in the administration of the project that might be helpful for others who would want to implement a similar project:

We definitely had bold goals. I think we learned to start smaller. We had never worked in the Denver community before (after having been in Boulder County for 30 years) and we misestimated the community's desire for a producer only market. It was marked successful by many, but we realized creating the benchmarks off our 30-year market was a lofty goal. The Denver community is not the Boulder community and we learned that we have to tailor to the people more which is part of the fun as well.

10. Future Work:

- i. How will you continue the work of this project beyond the performance period? In other words, how will you parlay the results of your project's work to benefit future community goals and initiatives? Include information about community impact and outreach, anticipated increases in markets and/or sales, estimated number of jobs retained/created, and any other information you'd like to share about the future of your project.

The market will continue to exist. Our goal was to make a sustainable market and we achieved this goal. The market size is growing this year. Perhaps not as fast as we originally estimated, but we have built strong relationships with our property managers and see their desire for us to grow over time. We expect to grow in sales we hope by 25% as we've forecasted in the 201 budget and we expect to create at least 10 more indirect jobs and retain the four jobs that we created within the organization. We are entering into this season understanding the Denver community more as well as active partnerships with likeminded organizations.
- ii. Do you have any recommendations for future activities and, if applicable, an outline of next steps or additional research that might advance the project goals?

We feel confident that we are heading in a great direction. We're also happy to be a resource to other markets hoping to go producer only. We do know it takes a lot of oversight and it would be great to see a better understanding of their value amongst the public. We know consumer education is our biggest hurdle. If we don't have the customers understanding their purchasing habits, it's difficult to maintain a healthy market.

[insert logo]

[insert organization name here]

[insert year]

Rules & Regulations

for

Producers & Contractors

Tip: Update your rules and regulations annually.

[insert market name here]

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Appendixes

- A. Zero Waste Agreement
- B. Property Rules, Regulations and Procedures

Tip: additional reading or further information is best communicated through appendixes

1. Mission, Vision, Spirit, Principles

The Mission of the **[insert organization]** is to **[insert your organization's mission]** (*i.e. - support, promote and expand local agriculture, making fresh products accessible to our community, and strengthen relationships between local food producers and food consumers.*)

The Vision of **[insert organization]** is to **[insert your organization's vision]** (*i.e. - be a steward of local agriculture; a harmonious financially strong organization growing in reputation and cultural relevance, with increased market sales, solid alignment between farmers and food producers, and recognition as a thought-leader and innovator in the local foodshed.*)

A. Spirit of the Market

The success of the market is the result of a collaborative partnership between **[insert organization]**, the vendors, and the markets' customers. Our mutual objective is to **[insert your organization's objective]** (*i.e. -continue to increase the availability of high-quality local foods and the customer demand for those foods. In order to support this objective, preference is given to those vendors who clearly demonstrate adherence to the principles of local.*)

B. Foundational Principles

In the case of **[insert organization]**, "local" is **[insert your organization's definition of local]** generally defined as being from the front range with preference given to producers and contractors from **[insert your city, county, state, or region of preference]**. Specific exceptions, however, can be made by the **[insert organization governance structure]** such as those entities which are in long standing with the organization or in cases where an entity provides a needed element of supply that is not readily available within the local area.

Tip: Your governance structure could be governed operational (for profit) or board (non-profit)

[insert organization] operates producer only markets. Farmers may sell only the product (such as vegetables, grains, flowers, seeds) they grow on owned or leases properties. Ranchers may sell only the animal products raised on their owned or leased properties. Packaged and prepared food vendors may sell only items, which they produce with the exception of beverages provided by prepared food vendors.

Tip: It's recommended not to make exceptions on this tenet as confusion can arise amongst vendors and customers once the line is blurred.

[insert organization] is a **[insert type of organization]** (*i.e.- membership-operated organization. Approved full-time vendors are members. Memberships consists of voting and non-voting members. Voting membership consists of approved full-time producer members. These members have the right to vote on various issues. These rights are the result of producers' historic role in establishing and maintaining the market as well as the critical nature of their product to the markets' success.*)

Tip: Membership-operated organizations help create accountability and trust in the organization and that it is operating to uphold the mission and vision with the membership in mind.

2. Market Information

[insert market name]

[insert time]

[insert dates of operation]

[insert market street address]

3. How To Become a Vendor

Participation in **[insert organization name here]** markets is by application. For all markets, highest priority will be given to farmers and ranchers (producers), contractors using a maximum of local farm ingredients, and existing members in good standing. Applications and all required fees are required annually, and are subject to annual approval by **[insert organization governance structure]**

All application fees are non-refundable. Notice of application approval will be completed annually, by **[insert date]**. The **[insert organization governance structure]** may reject a product if it determines the product does not fit within the mission and goals of the organization or if that product is already being offered by a returning vendor in good standing. An applicant who does not agree with the decision regarding a product may appeal the decision in writing to the **[insert organization governance structure contact]**

Applications vary dependent on vendor types.

A. Vendor Types

The following language is used to describe various vendor types as defined by **[insert organization name]**. Each vendor type has a differing application process and fee structure.

1. *Producers*: Farmers and ranchers are collectively referred to as producers.
 - a. *Farmer*: Any entity or individual that grows its own produce (e.g., plants, flowers, herbs, vegetables, fruits, nuts, seeds). Farmers can sell only produce that is grown by them on land they own or substantially control.
 - b. *Farm Crafter*: a person or entity that sells handmade, agricultural-based crafts made predominantly of material grown or gathered on land owned or leased by the person or entity. The agricultural material must be the focus of the craft product.
 - c. *Rancher*: Any entity that raises its own livestock, including but not limited to, beef, poultry, pork, goat, rabbit, mutton, and lamb, for sale as a processed product or offers

animal byproduct (eggs, cheese, milk). For animal products to be eligible to be sold at markets the animal must have spent at least ½ its life raised by the rancher at market.

2. **Contractors:** Packaged food vendors and prepared food vendors make up the class of contractors.
 - a. **Packaged Food Vendor:** These entities prepare and package food in a licensed, non-co-packing facility and intended for home consumption. Local sourcing ingredients is encouraged and given preference in the application process.
 - b. **Prepared Food Vendor:** These entities prepare food at the market for consumption on the premises. Local sourcing ingredients is encouraged and given preference in the application process.
3. **Youth Member:** Young farmers, 15 years or younger, who wish to sell their products at the market shall coordinate with the operations team to do so on a space-as-available basis. Youth members do not have minimum attendance requirements, do not have voting rights.
4. **Market Guests:** Producer or contractor vendors who prefer to participate in only a portion of the market season or for which there is only limited space at the market available. Applications to be a guest vendor are accepted on a rolling basis throughout the market season at the discretion of the operations staff for 6 or less market dates for each market. If market guests wish to participate in more than 6 market dates they must receive approval from the **[insert organization governance structure]**

Tip: Feel free to define your own categories here. These definitions are based on the experience of operating a producer only farmers market for 30 years.

All producers and contractors wishing to become a vendor, whether new or returning, must submit a complete application on an annual basis in accordance with current procedures and deadlines. To be considered, returning vendors must be paid in full for the previous season's balance. All **[insert year]** application fees must be received at the our offices by **[insert application deadline]** for application to be considered. All final application approvals are made by the **[insert organization governance structure]**.

B. Membership Types

Tip: Leave in if you decide to operate as a membership based organization.

[insert organization name] has two types of memberships:

Voting Members: Producers and Farm Crafters that have been accepted to the market and attend at least 90% of their scheduled days and a minimum of 15 days total are Voting Members and are eligible to vote on issues in their membership year. Any member who participated in the previous year's market and did not attend a minimum of 15 days or 90% of the their scheduled market days from the prior season will lose the right to membership for the

current year. Voting Members are eligible to receive an assigned space. Only one membership will be extended per producer entity.

Non-Voting Members: Packaged and Prepared food vendors who are accepted as full-time vendors are Non-Voting Members and are eligible to participate in market activities such as town-hall meetings and surveys providing strategic feedback to the **[insert governance structure]**.

C. Vendor Evaluation Criteria

Vendors are carefully selected to enhance the market environment and offerings. We use a weighted grading system as described below.

Sourcing: The mission is to support local agriculture. Accordingly, highest rated vendors will source 100% of their product within **[insert region of operation]** , and when ingredients are not available within the county will source within **[insert state]**. (20% of overall grade)

Quality: Highly rated vendors will have high-quality products and ingredients that are minimally processed, taste good, and are aesthetically displayed. Criteria includes both products and thoughtful booth presentations which consist of a clean tent, clear signage, pleasing displays, easy access, and easy shopping. (20% of overall grade)

Conduct: Every vendor is not only the face of their own organization but also a face of the market in general. Highly rated vendors will be owner-staffed and actively contribute to improving the vitality and viability of the marketplace through excellent customer service and positive interactions with all customers and fellow vendors. They will have few customer/vendor complaints and concerns are handled professionally. (20% of overall grade)

Attendance: Consistency is critical in attracting buying customers to the market. It is important that vendors make a commitment to attend the market at least 90% of their season or more. (15% of overall grade)

Commitment: We spends considerable resources promoting the markets and establishing customer trust. It is vital that vendors contribute to this trust by supporting the our mission and vision. Highly rated vendors will participate in and support our programs, be responsive to our outreach efforts, advertise their products truthfully, and communicate respectfully with staff, fellow vendors, and the public, offer constructive feedback and act in the spirit of collaboration. (10% of overall grade)

Sales: Relative sales are a good indicator of relevancy to the marketplace. In addition to meeting the minimum sales threshold of \$10,000 per market year, highly rated vendors will demonstrate appropriately increasing demand at the market year-over-year. (5% of overall grade)

Variety: Vendor offers a desirable product that is not readily offered by other vendors at the market. (5% of overall grade)

Fee Payment: Highly rated vendors will routinely pay weekly fees and turn in fee bags on time. (5% of overall grade)

Tip: Clearly defining your expectations why they add value to the market is important for a deeper understanding what will make the markets successful.

D. Vendor Visits

[insert organization name] reserves the right to visit any vendor's farm or place of business and authorizes its staff to conduct such visits. The primary purpose of a visit shall be to determine whether the vendor is producing the products the vendor is selling at the Market. Vendor visits shall be carried out on behalf of **[insert governance structure]** or their designees. Vendors shall be notified in advance of visitations. Visits shall be scheduled as follows:

1. All new vendors shall be visited in their first year at the market; Samples shall be requested from contractors.
2. Every vendor shall be visited no less than once every five years, preferably once every three years.
3. Vendors who make significant changes to their operations including, changing or adding farm sites, and/or product categories, e.g. meats, dairy, etc. may be visited following such change(s) at the staff's discretion.
4. **[insert organization name]** reserves the right to visit a vendor's facility more than once in the same season.
5. **[insert organization name]** reserves the right to request invoices of seed and ingredient purchasing history.
6. The resale of any products that are not grown or produced by the vendor, except as expressly allowed in the Rules and Regulations, is strictly forbidden and is cause for TERMINATION of membership. A notice and hearing procedure has been established by the **[insert governance structure]** and will be used if a vendor or customer believes a rules violation is occurring.

E. What Can Be Sold

Tip: These examples give you an idea of producer only values attached items being sold at market. These are not regulated or defined definitions and should be used as an example to get you started in making your own definitions.

Operating producer only markets means no resale is allowed. All produce and products sold at the markets, with the exception of canned beverages in the food court, must be grown or produced by the vendor. These beverages must be approved and follow all standards set forth below.

Any changes or alterations after a vendor's application has been approved to crop lists or menus must be requested in writing to the Operations staff and approved before the produce is sold at markets. If an item is identified at market by **[insert organization's name]** and has not been approved, that vendor is subject to a fine.

Producers may sell the following at markets with board approval:

- Agricultural Products (Unprocessed) - This category includes fruits, vegetables, grains, flowers, bedding plants, and potted plants. All agricultural products must be grown in Colorado. The seller must grow bedding plants and potted plants from seed, plug, cutting, bulbs, or bare-root. No resale of pre-finished plants is allowed. Transplanted plants must be grown to the point where the roots fill the pot (roots hold the soil when the pot is removed).
- Agricultural Products (Processed) - This category includes meat, eggs and milk. For animal products to be eligible to be sold at markets the animal must have spent at least ½ its life raised by the rancher selling at market.
- Cottage Food Items. Vendors selling approved Cottage Food items must provide proper certifications in the application. (if applicable in your state)
- CSA Pickups. Producers are encouraged to have CSA pickups at the market. A CSA pickup is the collection of goods that have been paid, in advance, for the entire season. For tax compliance, any exchange of cash, check, or electronic payment conducted at the market are required to be recorded on the daily fee slip under gross sales. To avoid having to record CSA sales, please ensure your pickups are pre-paid.
- Honey. Honey producers must manage 100% of their hives, from which they intend to gather and sell honey at the market, in **[insert region of market operation]** or adjacent neighboring counties during the entire season which bees gather nectar. Priority will be given to beekeepers providing honey for the market that was produced on hives located in **[insert region of market operation]** during the entire period which nectar was gathered. If there are no honey producing hives in **[insert region of market operation]** priority will be given to beekeepers in adjacent counties.
 - Honey producers must clearly label all jars of honey and provide information that conveys information highlighting the manner in which the honey was produced and where it was produced. Because there are no accepted definitions of “raw” honey, honey producers who promote or label their honey as raw must clearly define to their customers what raw means for their product including processing temperatures. This information must be located either on the label or with literature provided at their market booth.
- Mushrooms. Selling wild-collected mushrooms in any form is prohibited at the Market. Cultivated mushroom growers must comply with all federal, state, and local authorities.
- Value-Added Agricultural Products: Defined as a change in the physical state or form of a raw agricultural product (such as milling wheat into flour or making strawberries into

jam). To be considered a producer item, the contents must be at least 75% grown on that member's farmed property (with three exceptions noted below).

- Mead. Honey sourced for the production of mead must meet the honey production standards set forth above.
- Wine. For producers making wine, fortified wine, and hard cider made from grapes, grape must, other fruits or fruit products, must be 100% grown on that member's farmed property.
- Wool and Fiber products. The wool and fiber in textile products must come exclusively from the vendor's animals. Necessary trimming materials that do not come from the vendor's animals (fastenings, assembly and tailoring materials) may be used but shall not exceed 20% of the total product.
- Farm Crafts. Only handmade, agricultural crafts the vendor makes predominantly of material grown on farmed property will be allowed. The agricultural material must be the focus of the craft product.
 - Soaps, Lotions, Creams and other Homecare Products. Review of product will be assessed on case by case basis depending on the product being presented.

Contractors may *not* sell the following at markets:

- No products or beverages with high fructose corn syrup, aspartame, phosphoric acid, and/or artificial flavoring may be sold at market.

Tip: Eliminating highly processed foods is recommended for the health of the community.

F. Required Documents

Producer

These documents are due at the time of application:

- Signed 2018 Rules & Regulations
- Zero Waste Agreement
- 2018 Crop/Product List
- Lease of Farmed Property (if applicable, see Vendor Compliance for more information)

These documents are preferred at the time of application:

- City and State Sales Tax License
- Weights & Measures

These documents are due at the time of approval:

- Current Liability Insurance
- Food License (if applicable)

Packaged

These documents are due at the time of application:

- Signed 2018 Rules & Regulations
- Zero Waste Agreement
- 2018 Ingredient/Sourcing List
- Copy of Commissary Agreement

These documents are preferred at the time of application:

- City and State Sales Tax License

These documents are due at the time of approval:

- Current Liability Insurance
- Applicable Food License

Prepared

These documents are due at the time of application:

- Signed 2018 Rules & Regulations
- Zero Waste Agreement
- 2018 Menu/Ingredient/Sourcing List
- Copy of Commissary Agreement

These documents are preferred at the time of application:

- City and State Sales Tax License

These documents are due at the time of approval:

- Current Liability Insurance
- Applicable Food License

Tip: Check with your city, county and state regulations on all requirements. This will vary from city, county and state. All highlighted elements should be used a guideline only. Check in with your local government to confirm your requirements. All other items are recommended to create producer only accountability. Ask if there are exceptions made to agricultural products.

G. Pricing Structure

Application Fees: A one-time **[insert application fee]** application fee is paid by each vendor for an application. Applicants may apply to as many markets as desired at no extra cost. Application fees are due at the time of application.

Space Fees: Space fees are of two types: one-time and per occurrence. Producers, Farm Crafters, and Contractors pay a yearly fee at the time of application approval. Market Guests,

pay a fee for each market day attended. The fee amount is based on a 10' x 10' booth footprint and varies depending on vendor type and market as shown in the following tables. Any subdivided space is priced on a prorated basis. Space fees are due at the time of application approval.

Daily Fees: Daily fees are paid as a percentage of daily gross sales and vary depending on vendor type and market. Gross sales are defined as all revenue received during the course of the market.

We recognize that in addition to supporting local agriculture we support and serve as an incubator to local food businesses. In order to ensure we can continue to successfully serve the community in this capacity we is implementing a minimum fee policy for vendors. This minimum fee helps:

- Offset expense of hosting a site in those cases where a vendor’s sales are too low for to recover costs
- Support the growth and future success of low-volume vendors by reducing the importance of gross sales thresholds in future consideration of participation
- Contribute to increased marketing efforts targeted at increasing customer attendance and average purchase amounts

Inaccurate or fraudulent reporting jeopardizes the markets’ future. Vendors are expected to report all sales accurately and risk expulsion for failure to do so. We reserves the right to audit vendor sales at any time without prior notice.

Daily fee calculation example:

Vendor	Gross Sales	Daily Fee Rate	Minimum Fee	Fee Paid
Bob’s Bread	\$250	10%	\$35	\$35
Popping Popovers	\$550	10%	\$35	\$55
Roasting Beets	\$1000	10%	\$35	\$100

Pricing Table by Vendor Type and Market

Producers

	[insert market]
--	-----------------

Application Fee <i>one time</i>		[insert fee]
Space Fee <i>one time</i>	10' x 10'	[insert fee]
	10' x 15'	[insert fee]
	10' x 20'	[insert fee]
	10' x 30'	[insert fee]
Daily Fee (% of gross Sales)		[insert %]

Tip: In an effort to support local agriculture, all producer fees and percentages are lower than contractor fees. Farmers typically have lower margins and more overhead.

Contractors

		[insert market]
Application Fee <i>one time</i>		[insert fee]
Space Fee <i>one time</i>	10' x 10'	[insert fee]
	10' x 15' <i>(prepared only)</i>	N/A
Daily Fee (% of gross Sales)		[insert fee]
Minimum Daily Payment- Packaged		[insert minimum]
Minimum Daily Payment- Prepared		[insert minimum]

Tip: When calculating your fees take into consideration the expenses that go into the cost of operating - permit fees, staff payroll, property rental, programs and etc.

Market Guests

		USFM Saturday
Application Fee <i>one time</i>		[insert fee]
Space Fee <i>per occurrence</i>	10' x 10'	[insert fee]
Daily Fee- Packaged (% of gross Sales)		[insert fee]
Minimum Daily Payment		[insert minimum]
Daily Fee- Producers (% of gross Sales)		[insert fee]

4. Vendor Compliance Requirements

A. Market Operations

Arrival/Departure: Vendors must be ready to sell by **[insert market start time]** on market days. Vendors shall start and stop all selling promptly at the opening and close of the markets.

Put all market load in details here. Where vendors can load-in, between what times and any restrictions.

If a contractor plans to not attend a particular market day, s/he must provide 48 hours advance **written** notice prior to the beginning of the market to the Market Coordinator of their market. If a producer (with a weather dependent product) plans to not attend a particular market day, s/he must provide 24 hours **written** notice prior to the beginning of the market to the Market Coordinator of their market. Failure to provide notice to the correct staff member shall result in a **[i.e -\$75 fine]** per occurrence. Exceptions for medical emergencies may be made at the staff's discretion.

Tip: Fines are put into place to give accountability to our values. Arriving on time and cancelling within the proper time window is vital to a successful market.

General Prohibitions: No playing of electronic music or sound recordings at vendor stands is allowed during market hours.

Requests to bring live animals for educational purposes may be made to Operations. Requests must be submitted in writing to Operations at least two weeks in advance of the affected market. Live animals are permitted only with express and written approval (email acceptable) from operations and their display must be coordinated with operations. The vendor shall take all steps necessary to ensure the public's safety and the animal's well-being during its time at the market.

Tip: The above prohibition is more optional, but has been added for purposes of identifying common issues that come up at market.

Government Regulations: Members are expected to comply with any government regulations that may be in effect for activities that take place at the market. These include certification of scales, health rules applicable to samples and food display, statements about being organically grown, eggs, product labels, etc. Compliance with these various government rules is the member's responsibility. The market will monitor and will seek official input as needed to protect the market and its customers.

Leased Land: For any member to bring to the market items produced on leased ground, s/he must meet all of the following requirements:

- Submit a copy of signed lease documents with the annual membership application.
- A map must be provided indicating where your land is leased. Any parcels outside of **[insert region of operation]** should be noted.
- Provide receipts for seeds, transplants, or other expenses upon request.
- The member or his or her hired agents must do all planting, cultivation, and harvesting. If a third party is hired for plowing, cultivation or any other farming practice, the Board reserves the right to see payment receipts from this third party.
- Leasing will be allowed only if the member has significant risk and investment in the leased operation.

Licenses/Certifications: Vendors must have all required city, county, state and federal licenses and certificates applicable to their business and its operation at the Farmers' Markets AND must submit a current copy of each license/certificate 30 days prior to first market. Failure to provide required documents will result in loss of market space until such documents are in order. These should be submitted via the current application software or via email to their market specific coordinator.

All contractors, and value-added product manufacturers, must have a current commissary agreement.

All prepared food vendors personnel must be STAR or STAR equivalent certified.

All prepared food vendors (food for immediate consumption) are required to have a hand washing station and follow proper food handling guidelines.

All vendors supplying samples are required to have a hand washing station and follow proper food handling guidelines.

All files must be complete 30 days prior to the first market.

Marketing Organic Produce or Products: If a vendor markets produce or products as being organic, a copy of the current organic certification must be submitted with the membership application each year and must be available for market staff or customer review at the member's stand each market day.

Members are reminded that pursuant to CFR Part 205, Subpart B, Section 205.100 (c)(1), any operation that knowingly sells or labels a product as organic, except in accordance with the Act, shall be subject to a civil penalty of not more than \$10,000 per violation.

While use of the word "organic" in a legal company name or a farm name are not tied to the requirements for organic certification, members may not display at their market stand a company name or farm name using the word "organic" unless they are certified organic.

Tip: Regulating language used is surrounding "organic" is important for consumer trust and education.

Parking: *Put in your parking policy here. If you have designated customer parking make sure that vendors know not to park there. If there is designated vendor parking insert policy here and/or fee structure.*

Safety: Tents, canopies, tables and displays must fit within the assigned space, and tents must be weighed down with at least 140 pounds of distributed weight total, for safety. Failure to weigh tents as described will result in a fine.

All cords in walkways or public areas shall be appropriately taped down or routed, as directed by Operations and staff. There will be a safety fine of \$25 if weights or cord covers are not used.

Contractors shall maintain sanitary conditions around their market stand, have proper equipment and supplies to remove all trash and debris, and properly clean up their space at the end of each market. Contractors shall maintain foods at proper temperatures as required by state and local health regulations and observe all proper handling procedures.

[insert organization name here] reserves the right to charge any vendor for stains not tended to or fully cleaned before departure.

All prepared food vendors (food for immediate consumption) are required to have a hand washing station and follow proper food handling guidelines.

Sampling: Sampling at market stands must comply with all city, county and state health department regulations and requirements. Except by special permission, vendors may not offer for samples any products or produce they are not selling at the market that day. All samplers must have a handwashing station.

If you are found to be in violation of health code by the health department, you will be assessed a *[i.e. -\$35]* fine

Signage: Vendors must display signage in a prominent location (truck mounted is allowed) identifying their business name and mailing address or nearest town as it appears on their application.

Letters identifying your business name must be a minimum of 4” in height.

Only vendors with organic certification are allowed to advertise organic. Vendors without organic certification may not use the word “organic” in their business name or any signage. Examples include signage promoting “Better than Organic”, “Beyond Organic”, or “Organic Made”.

If claiming Certified Organic, vendors must display the USDA Certified Organic Logo.

Name identification, Health Department certifications, licenses, and other signage should be displayed the entire duration of market.

Product description signs must be accurate and truthful.

Each vendor should have clear identification of price per unit for each commodity. All prices must be clearly marked or posted.

If a vendor sells out before the close of market, they should display a “SOLD OUT” sign at their booth. Their tent, tables and sign must stay up the entire duration of market.

There will be a \$25 fine assessed for improper signage.

Tip: Providing customers with all of the above information is important in creating consistency and consumer trust.

Space Allocation: Space allocation has two aspects: square footage and location.

The number of square feet any vendor may use at markets is based upon prior year’s sales. Markets have sales threshold requirements for space size qualification. Sales thresholds are determined annually by **[insert governance structure here]** based upon market sales trends.

All markets have limited space and need to accommodate as many vendors as possible for a successful market. In the event a vendor reaches a higher sales threshold but additional space is not available, that vendor will be added to a waitlist and additional space will be allocated as it becomes available.

Tip: Space is limited and accurate evaluation of awarding larger spaces is important to a creating a full market of agricultural products. You should arrive at your thresholds based on the amount of space you have available and the reality of the space you have available.

[insert year] Producer Gross Sales Thresholds

	[insert market]
10' x 10'	\$0

10' x 15'	\$27,500
10' x 20'	\$50,000
10' x 30'	\$80,000

[insert year] Contractor Gross Sales Thresholds

	[insert market]
10' x 10'	\$10,000
10' x 15'	\$40,000

[insert governance structure] will consider exceptions to the sales thresholds on a case-by-case basis. The markets retain control of all currently unassigned space. Such spaces will be assigned at Operations discretion. If a space is not utilized in its entirety at a market by a vendor, Operations may fill the space with another vendor or community group.

Any vendor without an assigned space will be provided a space by Operations. Preference will be given to **[insert region of operation]** growers if there are more applications than space available. The assignment is for that market day only and may vary from week to week. Since all markets are at or near capacity, it may not be possible to accommodate requests for space changes.

Booth location is determined by the staff. **[insert organization name]** seeks to obtain a vendor mix that is optimal to attracting customers and driving sales at all corners of the market. The contributing factors include traffic flow, ingress and egress to the market space, product mix, and vendor appeal. The previous location of vendors with a long history at the markets may be given preference due to a consumer preference for consistency.

Space Clean Up: Vendors shall maintain sanitary conditions around their market stand. Vendors shall have appropriate sanitation equipment and supplies to remove all debris and properly clean up their space at the end of each market. We require all vendors to sign a **Zero Waste Agreement** at the time of application. Vendors shall actively support our effort to maintain “Zero Waste” Markets, and dispose of all trash in appropriate areas and receptacles. Vendors are responsible for sorting and properly disposing their own recycling, compost, and trash. Some vendors may be required to take extra steps in keeping space clean, such as a tarp to protect the ground under their booth from oil and other possible stains.

If your space is left unclean or your business improperly disposes of waste you will be charged a \$25 fine. Additionally, we reserve the right to charge any vendor for stains not tended to or fully cleaned within three business days of occurrence. We will charge your Credit Account for any cleaning we or the municipal entity deems necessary.

See [Appendix A](#) for Zero Waste Agreement.

Tip: Zero Waste is becoming more mainstream. Cities are adopting ordinances to that nature. If you set up the expectation to be zero waste from the beginning the more head of the game you will be.

Property Rental: Please see Appendix B. for all property rental Rules, Regulations and Procedures. All vendors must read and abide by this document. This is a place holder for any extra terms vendors may need to abide by.

B. Conditions & Liability

Conditions: By becoming a market vendor, s/he agrees to the terms of the Rules and Regulations, and any amendments, changes, or revisions thereto. The vendor further agrees to permit inspections of his or her farm or facility to assure compliance with the Rules and Regulations of the markets.

As a condition of participation, the vendor agrees to release and hold the **[insert organization name]**, its directors, officers, agents, and employees harmless from any and all claims related to or arising from such membership. The **[insert organization name]** reserves the right to prohibit anyone from participation, membership, or selling at or otherwise using designated space or facilities at markets it owns or operates.

Grievances and Challenges: In order to ensure your concerns and feedback are properly addressed, **[insert organization name]** has appropriate forms available on **[insert form of submission]** . For general grievances, whether related to another vendor, a staff member, or the organization visit our website to complete the Grievance Form and submit via email to **[insert email]** For resale concerns, submit the Product Challenge form via email to **[insert email]** . All sections of the Product Challenge Form must be completed. The identity of the challenger will remain confidential and will only be known to involved **[insert organization name]** staff and/or board members.

Tip: offering a place for members to share their voice and expectations is a great way to keep communication open and potentially improve your market's success in the future.

Harmful Actions: Because **[insert organization name]** is a (i.e- **membership organization**), it is incumbent upon the members to refrain from action that is harmful to its purpose or mission. Members whose actions do, or likely will cause harm to the purpose or mission of **[insert organization name]** shall lose membership privileges or may have their membership revoked pursuant to **[insert organization name]** Rules and Regulations.

Examples of harmful actions include, but are not limited to: attempting to displace **[insert organization name]** from existing sites; entering into contracts that controvert the **[insert organization name]** purpose or mission; committing illegal or harmful acts onsite or by a business entity approved to be at market.

Termination: Anyone who fails to comply with the Rules and Regulations may have her/his right to participate revoked with no refund of dues or fees. Any outstanding dues or fees must be paid within seven days of date of termination or collection procedures will be undertaken.

C. Fines & Penalties

Fines and penalties regarding non-compliance with **[insert organization name]** Rules and Regulations include:

1. Failure to leave space clean or improper disposal of waste - (i.e. - \$25)
2. Failure to operate the whole duration of market hours (arrive late or pack-up early) - (i.e.-\$35)
4. Failure to email Operations with required notice when not attending the market - (i.e.- \$75)
5. Failure to follow safety procedures (tent weights and cord covers) - (i.e.-\$25)
6. Selling before market opening or after market close - (i.e.- \$25)
8. Off Site Inspection (subject to change) - (i.e. \$50)
9. Health Violation - (i.e.- \$35)
10. Parking Violation - (i.e. \$50)
11. Returned checks - (i.e.- \$35)
12. Improper Signage - (i.e.-\$25)
13. Selling unapproved product - (i.e.-\$25) **second offense is grounds for termination.**
14. Market bags including fee slips and market currencies not turned in by the end of next market day - (i.e.-\$15)
15. Any vendor who challenges the authority of any staff member or inspector, or who behaves in a rude, violent, threatening, or intimidating manner toward any person at the market may be immediately expelled for the day by the **[insert organization name]** management. The **[insert organization name]** and **[governance structure]** may permanently ban such an offender from the market, or impose a lesser penalty at its sole and unlimited discretion.
16. Licenses - Failure to provide copies of legal and health department required documents will result in loss of market space until such documents are in order.

17. Members are expected to behave in a professional and courteous manner at all times. Maligning and derogatory language directed at other vendors and/or their products will not be tolerated. Vendor concerns should be directed to the Operations Manager.

18. **[insert organization name]**, its staff and representatives, are not liable for any damages, loss of earnings, or other loss by a vendor subsequent to application of the Rules and Regulations of **[insert organization name]**. Nor are **[insert organization name]**, its staff and representatives liable in any manner for their non-adherence to these rules which shall be interpreted and applied at their sole discretion.

19. Insurance: All vendors are required to provide a Commercial Certificate of Liability Insurance in the amount of one million dollars (\$1,000,000) or greater for each market attended. **[insert organization name]** must be named as an “Additional Insured” on the Certificate as demonstrated below:

[insert organization name]

[insert address]

[insert city and zip code]

5. Finance

A. Fee Bag Process - *Tip: The fee bag process is used to report sales weekly as well as for vendors to turn in all the currencies will supply. Market bucks are used to support those vendors that don't use credit cards. Checks are better tracked than cash, and this is recommended.*

A bank bag for fee payment will be provided during market hours. Blank fee slips are included inside the bag. All the slips inside are the same. Complete one copy of the form, writing clearly, and making sure the **company or business name, date, and gross sales figures** are written legibly on the form. Put the fee slip into the clear window on the front of the bag, folded **so that the business name can be read**. Vendors may use an extra form as a receipt for record keeping but the remainder of the slips must be left in the bag. Any person who will be filling out fee slips needs to read these instructions and ensure they can properly complete the fee slip.

At the end of market, the bank bag should be given to the staff person at the Information Booth. All Farmers' Market fee slips and daily fees are due at the end of each market day. A grace period of no more than seven days is allowed but not encouraged. Fee slips and daily fees submitted later than the end of the following market are assessed a \$15 penalty. All fees must be paid by check so be sure to bring a check to each market. **[insert organization name] does not accept cash payments.**

B. Market Currencies

Markets use a number of currencies as listed below. All vendors are required to accept any currency which can be used for qualifying purchases. **[insert organization name]** will not reimburse your business if you accept the wrong currency. It is the vendor's responsibility to know what currencies they can and cannot accept. Vendor questions regarding use of currencies can be directed to the Market Coordinator.

(i.e -Market Bucks, SNAP Coupons, Double SNAP, WIC Coupons), and checks for payment included in your fee bag are credited to your account at full face value. Fees and payments are reconciled weekly. Because Producers regularly accrue large credits, Producers receive reimbursement of credit balances on a monthly basis. Contractors receive a single reimbursement for credit balances, if any are due, at the end of the market season.

Market Bucks: Many vendors do not currently accept direct credit card payments. Market Bucks are a **[insert organization name]** generated currency that are provided as a service to both customers and vendors to permit customers who do not have cash to purchase market products. Market Bucks shall be **accepted by all vendors** for any purchase at the market.

WIC (Women, Infant and Children): The WIC currency can be used to purchase grown edible product such as fruits, vegetables, grains, meats, dairy, eggs, mushrooms, herbs, tubers, edible bulbs, legumes, edible flowers, pods, and micro-greens. Vendors shall not accept WIC for prepared foods, honey, non-edible items, alcohol, potted plants, and plant starts.

SNAP (formerly Food Stamps): SNAP (Supplemental Nutrition Assistance Program) can be used to purchase all items that can be taken home for future consumption, including plants that will produce food. SNAP cannot be used to purchase food designed for immediate consumption (prepared food).

Double SNAP/Harvest Bucks: These coupons are issued to SNAP and WIC users. Double SNAP can be used to purchase fresh fruits and vegetables ONLY. Purchase of meats, dairy, packaged products, prepared products, and non-edible items is not allowed.

Tip: Register your market with the FNS office, and accept SNAP (supplemental nutrition assistance program). Contact your local public health departments and see if their city, county, state funding to help double these dollars. WIC (women, infants and children) is a separate office also worth connecting with. The more partnership, the more reach all people of the community.

C. Taxes -

Tip: Taxes are the responsibility of the vendor, but you can supply more information here if you've gathered resources for vendors.

6. Sign and Agree

[insert organization name] reserves the right to change these Rules and Regulations at any time as necessary to meet any and all legal, compliance, or operational requirements.

RESALE IS STRICTLY PROHIBITED AT ALL MARKETS

I have read, understand, and agree to comply with the **[insert organization name]** **[insert year]** Rules and Regulations. Furthermore, I will not resell any products at the **[insert organization name]**, except as expressly permitted in the Rules and Regulations. This may also be submitted electronically.

Sign: _____ Date _____

Print Name: _____

Print Business Name: _____