



Market Policies

As a Market Vendor participating in The Holly Springs Farmers Market (HSFM) you are expected to read, understand, and follow the policies that are in place.

1. The HSFM is a North Carolina Producers Market. Vendors must be the original producers of all items sold unless previously approved by HSFM staff to have a Product Partner. Vendors must reside and produce the items they sell within the State of North Carolina and may only partner with North Carolina farms and producers. Exceptions may be made at the discretion of HSFM staff.

Product Partners—Vendors may partner with other North Carolina farmers/producers to bring food products that would not otherwise be available in our region to market. Such partnerships are not for purchasing items wholesale to resell at HSFM. **Product partners may not be utilized for non-food items, chicken, turkey, beef, pork, goat meat, or eggs.** HSFM staff must be notified prior to selling such products at HSFM. Signage must be provided stating the product and the name and location of the farm that grew/produced the item.

2. The sale of pre-manufactured beverages other than bottled water or beverages produced and bottled expressly for you is prohibited.
3. Vendors must have an application approved by HSFM staff at least one week before they plan to begin selling at the HSFM.
4. All applicable fees upon acceptance into the HSFM must be paid prior to participating in the market.
5. **The number of vendors selling certain products is set at the discretion of HSFM staff and may vary depending on the type of product offered.** Preference will be given to vendors who commit consistent market attendance (full-year over seasonal; weekly over bi-weekly). The HSFM utilizes Vendor Substitutes. If there are excess vendors applying to sell a certain product, a list will be kept of the surplus vendors, who will be contacted with as much advance notice as possible in the event of a regular vendor's absence. Vendor substitutes are subject to all the rules and applicable fees of the market.
6. By being selected to participate at the HSFM, Vendor is agreeing to allow a representative from the HSFM to inspect the business or farm at any time during the season.
7. All vendors must display a sign in their market space indicating their business name, business location, and tax ID number. Vendors with product partners shall have signage stating the product, business name, and location of the farm that grew/produced the item.
8. Booth spaces are assigned by market staff based on the number of vendors and sponsors in attendance each week. A certain amount of variation is to be expected—no vendor is guaranteed to be in a specific spot.
9. Prices must be posted in a visible location for all items sold.
10. Vendors are required to have liability insurance for the products they sell and for potential damages due to their participation in the market. Proof of insurance, with the HSFM included as additionally insured for the season, will be required prior to opening day. As stated in the application, The Town of Holly Springs bears no responsibility if the Vendor is sued.

<p>11. Growers selling products labeled as ORGANIC must be in compliance with the National Organic Program. Only certified organic growers may display signs using the word “organic.” Vendors of Certified Organic items or with other certifications such as Certified Naturally Grown, Animal Welfare Approved, etc. must provide documentation to support claims of certification and have a copy of their certification with them at the market.</p>
<p>12. Any scale used for determining price must display a current NCDA&CS standards division administered legal inspection sticker.</p>
<p>13. All products sold at the market must meet state and local health regulations. If a Vendor consistently brings poor quality products to the market, they may be suspended from the market pending review and re-inspection.</p>
<p>14. All meat, fish, and cheese sold at the market must meet all North Carolina and local health regulations and must have valid licenses. Wild harvested products must adhere to all NC and federal laws. Vendors must have a copy of licenses/certifications with them at the market. No water or ice that comes into contact with meat or fish may be deposited or allowed to drain onto market premises.</p>
<p>15. Vendors selling processed/prepared foods must have their kitchen/restaurant/manufacturing facility inspected and approved by NCDA&CS and include a copy of the inspection with their application.</p>
<p>16. Packaged, bottled, and jarred items must include all labels as required by NCDA&CS. All prepared/value-added food items must be processed in accordance with NCDA&CS Food and Drug Protection regulations. Ingredient declarations on product and sample labels must be complete to provide the consumer with the necessary information to determine if a food contains an allergen.</p>
<p>17. It is the Vendor’s responsibility to be aware of and in compliance with all permits and license requirements.</p>
<p>18. Vendors may sell handmade crafts they have produced themselves, provided they are not more than 25% of the vendor’s product offering. Product partners may not be utilized for non-food items.</p>
<p>19. Businesses offering services may be approved as vendors at the market based on market needs and staff authorization.</p>
<p>20. No CBD or hemp products may be sold at the market.</p>
<p>21. Canopies, tables, and all display racks must be confined within the sales space area assigned (approximately 10’x10’ for single booths and 20’x10’ for double booths). Vendor is responsible for bringing their own tent, tables, chairs, canopies, weights, and other items they will need to sell their product.</p>
<p>22. Weights: must weigh at least 25 lbs. each and be secured to each tent leg or where two legs meet. For one 10x10 tent this means four weights, each weighing 25 lbs. or more. For two 10x10 tents this means six weights. Weights must be securely fastened to the tent leg or frame. Dumbbells or other household items loosely tied to the leg are not acceptable. Simply laying a weight on the small “foot” of the tent leg is also not acceptable.</p> <p>If a vendor’s tent begins to move away from its original position in the wind, the expectation is that the vendor will take the tent down for the remainder of the market day.</p>
<p>23. Produce and meat vendors must have prior approval by HSFM staff to keep a vehicle at their assigned space during market hours. Such requests are available on the application and will be reviewed and determined during the application review process. Vendors shall not move their vehicles in or out of the market area during operating hours for safety concerns.</p>
<p>24. No heaters of any kind may be used in the market area.</p>
<p>25. Vendors shall not play audio equipment that is audible outside of their booth space.</p>
<p>26. Vendors may not distribute handbills, promotional materials, or samples outside of your booth space/table area.</p>

<p>27. Each Vendor is responsible for cleaning up his/her immediate area before leaving the market for the day. There are dumpsters on the opposite side of the Cultural Center—please use these to dispose of waste after the market. Carts will be provided to those who need them.</p>
<p>28. No animals may be sold or given away at the HSFM.</p>
<p>29. Vendors may not bring pets to the HSFM. Farm animals brought to market for educational purposes should be kept out of the vendor’s immediate booth space. Advance notice will be made to the market manager to allow for extra space to be allotted for the animal.</p>
<p>30. Vendors should operate their business in a professional manner at all times. Vendors shall conduct themselves in a manner that is courteous to other vendors, market personnel, and the public. Behavior which is threatening, abusive, or harassing shall constitute a violation of the HSFM policies, and is grounds for immediate termination with no refund, at the discretion of HSFM staff.</p>
<p>31. Vendors should be set up and ready to conduct business at the established market start time. Vendors who are late will be required to find a parking spot and walk their tent, tables, product, etc. into the market area. Vendors may NOT move the barricades at the entrances/exits of the market.</p>
<p>32. This is not a discount market. Anyone engaging in price wars or reselling wholesale items will be removed from the market.</p>
<p>33. HSFM currently uses three types of wooden SNAP EBT tokens. Any participating vendor may accept the blue or green tokens. ORANGE TOKENS ARE FOR PRODUCE VENDORS ONLY. This is marked in several places, including on the token bags we provide AND on the information sheet inside the token bags AND on the tokens themselves. It is your responsibility to educate your booth attendants. If you accept orange tokens and are not a produce vendor, you will not be reimbursed for that amount.</p>
<p>34. Farmers Market Nutrition Program (FMNP) & Senior FMNP checks: Vendors must be certified to accept these checks - they are only for produce vendors. This is marked in several places, including on the token bags we provide AND on the information sheet inside the token bags AND on the checks themselves. It is your responsibility to educate your booth attendants. If you accept FMNP/SFMNP checks and are not a produce vendor, you will not be reimbursed for that amount.</p>
<p>35. Vendors must be present at least 80% of market dates they have committed to. At least one week notice should be given to HSFM staff in the event of a scheduled absence, to allow time to schedule a vendor substitute. If a Vendor is absent without notification more than two times during the season, that Vendor may be reclassified as a Daily Vendor and their space filled with a replacement. If this occurs, the original vendor will be assigned space only on dates where space for their category of product is available.</p>
<p>36. There will be no refunds given for those Vendors that choose not to utilize their prepaid space, or Vendors who are terminated due to violation of market rules.</p>
<p>37. Vendors in violation of HSFM policies will first receive a verbal warning, then a written warning, and if violation continues, may be suspended or terminated from participating in the HSFM without refund.</p>
<p>38. Rules are enforced by the HSFM Coordinator or any other member of the Holly Springs Parks & Recreation staff. Exceptions to these rules may also be made at HSFM staff discretion.</p>
<p>39. Vendor acceptance of these rules and regulations is agreed to upon submission of application to participate in the HSFM.</p>