



# Vendor Handbook

~2023 Season~

June 21st – October 4th

2:30pm-6:30pm

Parkers Lake Playfield

15500 CO RD 6, Plymouth, MN 55447

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## CONTACT INFORMATION

**Recreation Line:** (763)-509-5200

**Market Manager:** Zach Swenson | (763)-509-5226

**Email:** zswenson@plymouthmn.gov  
amosack@plymouthmn.gov

**Website:** Plymouth Farmers Market | City of Plymouth, MN (plymouthmn.gov)

**Location:** Parkers Lake Playfield: 15500 County Road 6, Plymouth, MN 55447.  
Wednesdays, June 21 – October 4, from 2:30 p.m. - 6:30 p.m.

## NAME

The market shall be known as the “Plymouth Farmers Market” and will be owned and administered by the City of Plymouth, through the Plymouth Parks and Recreation Department hereafter referred to as the “Managing Authority”.

## MARKET PURPOSE

The purpose of this Vendors Handbook is to describe the organization and administration of the Plymouth Farmers Market and to detail the rules and regulations to be followed by the Managing Authority and vendors. The Market Manager or Managing Authority shall deal with any issue not covered in this handbook.

### Mission

To create a sense of community and to enhance community health with fresh, locally grown produce and foods.

### USE

The use of the market is restricted to the sale of local products grown and produced in the State of Minnesota. Special exemptions may be allowed from time to time, upon the approval of the Market Manager, subject to agreement by the Managing Authority in response to local supply or productivity and such exemptions are not to interfere with locally produced products.

## Market Vendors

Market vendors should feel free to communicate with the Plymouth Farmers Market Managing Authority with respect to the following:

- The overall management, operation, and administration of the market.
- The improvement of the market site and associated area; the layout of the vendor's space, and other physical improvements.
- The regulations of the market, including the hours of operation; designation of stall space; charging of market fees; housekeeping, rules, sanitation and posting of signs and other matters.
- The advocacy and support of the market and development of continuing advertising and promotional programs for the market.
- A market evaluation will be provided for the specific use of generating feedback from vendors.

## MEMBERSHIP

**VENDOR APPLICANTS MUST PRODUCE WHAT THEY SELL.** Resellers are not eligible to participate as a vendor. All products offered for sale must be grown or produced by the applying vendor. The vendor is defined as the applicant or the applicant's spouse, sibling, child, parent, or domestic partner, who assists substantially in the cultivation of the crops, or in the production of the agricultural, baking or craft product. The sale of items grown or produced by anyone other than the vendor, as defined above shall not be permitted.

The Managing Authority may admit any vendor who:

- Is a grower, producer, or artisan resident of the State of Minnesota.
- In their opinion, are a responsible advocate likely to contribute to the betterment of the market.
- Agrees to abide by the rules and regulations of the association and has paid vendor fee upon application.

## FEES

### 2023 Fee Structure

FULL SEASON SINGLE STALL (16 WEEKS):	\$250/Non-Resident	\$220/Plymouth Res.
FULL SEASON DOUBLE STALL (16 WEEKS):	\$500/Non-Resident	\$440/Plymouth Res.
HALF SEASON SINGLE STALL (8 WEEKS):	\$160/Non-Resident	\$140/Plymouth Res.
PARTIAL SEASON SINGLE STALL (4 WEEKS):	\$80/Non-Resident	\$70/Plymouth Res.

## PRODUCT CATEGORIES

### Agriculture

Products include but are not limited to fruit and vegetables, plants, shrubs, trees, and flowers. Agricultural vendors may sell pre-packaged, individual servings for take home, and a reasonable charge may be applied for small samples. (Vendors must provide appropriate licensing)

### Baking

Products include, but are not limited to bread, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc. No ready-to-eat single servings will be allowed to be sold for consumption at the market without appropriate licensing.

### Ready-to-Eat

Vendors offering cooked or served ready to eat products will be required to display a current inspection sticker for the MN Department of Labor and Industry. Find an inspector and learn more by going to:

[http://www.dli.mn.gov/CCLD/PDF/eli\\_area\\_reps.gov](http://www.dli.mn.gov/CCLD/PDF/eli_area_reps.gov)

### Animal Products

Products include but are not limited to meat, cheese, eggs, and butter.

### Home and Health Products

Products include, but are not limited to soaps, candles, bath salts, balms, and lotions.

## SELECTION PROCESS

The number of vendors in each category is limited to prevent saturation in one category. This will improve sales for all vendors. The Managing Authority will

determine the number of vendors in each category through the application process.

**Vendor Agreement.** All applicants for membership must complete a “Vendor Application/Agreement” form. The purpose of the Vendor Agreement procedure is to maintain a high quality, producer-based market; to provide a variety and balance of products; to ensure fairness to all vendors and to ensure the vendors abide by the rules of the market. The agreement also lists all the products approved by the Managing Authority for sale at the market.

**Review & Jurying.** All products to be offered for sale must be approved by the Managing Authority to ensure they are indeed produced by the applicant; produced direct from farmer to market and that they are of high quality and are compatible with the other products sold at the market. The committee reserves the right to refuse acceptance of any applicant or product that is not following the rules, regulations, or standards of the Plymouth Farmers Market.

## STALL ALLOCATION

Vendors are normally limited to a single stall space, which is 12 feet wide and 18 feet in depth. Vendors may apply for multiple spaces, but allocation depends on the space available at the time and may be withdrawn at any time if the space is required for new vendors.

### Stall Sharing

Two market vendors, subject to approval prior to the first day of the market by the Market Manager, may share one stall. You are not able to add another vendor in your same stall once the market has begun.

### Space Assignment & Location

Space is assigned by the Market Manager to ensure good distribution and to minimize competition. Vendors will receive their location assignment from the Market Manager via email.

## VENDOR RESPONSIBILITIES

### Compliance

Vendors must fully comply with the following items. Failure to do so may be

grounds for termination of the Vendor Agreement and expulsion from the market without refund:

- Abide by the By-Laws and/or Constitution of this Handbook.
- Be respectful of customers and other vendors in all interactions; refrain from any kind of harassment or other inappropriate behavior.
- Comply with all Municipal, Provincial and Federal Regulations regarding labeling, measures, health, and safety, etc. for all products offered for sale at the Market. Compliance is the responsibility of the individual vendor.

### **Payment of Fees**

All fees must be paid in full along with the submission of your application by Friday, March 31st. Any vendors not accepted into the market will have their vendor fees returned. Once the vendor fees have been accepted, they are not refundable or negotiable.

### **Booth Personnel**

Vendors are expected to attend the market in person to sell their own products and not make use of agents or employees. Anyone other than the producer that operates the booth must be listed on the vendor application. Shoppers want to speak to the actual producer who is knowledgeable about their product and pricing.

### **Punctuality**

Vendors may start to set up no earlier than 12:30 p.m. Vendors must wait until the market staff moves the parking barriers to enter. Vendors are not allowed to move barricades. Vendors shall be set up and ready for business at 2:15 p.m. All vendors must remove their vehicles, market belongings and products after each market day. The stalls should be clean and vacant by 7:30 pm, allowing approximately one hour for tear down.

### **Attendance**

Vendors are expected to be in attendance every week of the market. A vendor must notify the Market Manager as soon as possible if they are not going to be in attendance that week. Vendors must keep their booths/stalls/tables open for duration of the market and not begin to tear down before designated close time of 6:30 pm. If for some reason a vendor must leave the market early, they must clear it with the Market Manager, and it should be with minimal disruption to

customers and other vendors. Quarter Season Vendors must attend all four dates scheduled by the Manager.

### **Products**

Vendors must bring enough products to last for the entire market day. Exceptions may be made for reasons of product supply beyond their control.

### **Product List**

Each vendor must submit a list of items they propose to sell; this list should be included in the market application. The Managing Authority will make the final determination as to what vendors will be allowed to sell. If a vendor adds new items to the original list of items to sell, they must be approved by the Market Manager one week prior to the market the item will be sold at.

### **Displays**

Vendors are responsible for providing, setting up and taking down all their own display/stall materials (displays, chairs, etc.). The Market Manager may ask that unsightly, inappropriate, or unsafe materials be removed. Stalls must be always kept neat and clean. The Plymouth Farmers Market accepts no responsibility for damaged or lost materials.

### **Cottage Food Exemption**

Those selling homemade or home-processed items falling under the Cottage Foods Exemption must display a placard stating: "These products are homemade and NOT subject to state inspection."

### **Parking**

Vendors may park one vehicle if it can fit within their allocated stall space. Vendors with trailers must park in one of the surrounding parking lots. No trailer parking allowed in stall space. Prime parking areas (which include handicapped spaces, public spaces) must be left for shopper usage.

### **Conducting Business**

Vendors must remain in their own booth/stalls when selling. Sales must be conducted in an orderly and business-like fashion. No shouting or other objectionable means of soliciting sales are permitted.

### **Pricing**

All items offered for sale must have prices prominently and clearly displayed. Shoppers prefer and expect this. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. In the



event of continued distress pricing, the Managing Authority reserves the right to cancel a vendor's application and remove them from the market and/or to impose "pricing ranges." Each vendor will be responsible for his or her own sales tax collection, where applicable.

### **Farm Products Grades and Sales Act**

Produce should be sold by units or in containers. If your product is sold by weight, the scale must be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced.

### **Refuse**

Stalls must be kept free from refuse during the market. At the end of the day, all refuse is to be taken off-site by the vendor. This is especially critical for any produce and food vendors, because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the floor or ground. Recycling cans and trash bins will be located on site for public use only.

### **Alcohol**

No alcoholic beverages are permitted on site at the market.

### **Tobacco products**

No tobacco products are permitted on site at the market. The City of Plymouth's facilities and parks have been designated tobacco free areas.

### **Animals**

Animals are NOT allowed in the vendor stalls or vehicles.

## **TENT SECURITY**

All vendors are responsible for providing tent weights for any tent structures within their stall space, this is to ensure safety in the market and protect your tents, as well as shoppers and vehicles.

**Each canopy leg must be secured with at least 20 lbs. of weight.**

Vendors will not be allowed to set up or will be asked to take down their canopies if they do not have adequate weights. Vendors assume full responsibility for any injury, loss, or damage of any kind that may result from improperly or insufficiently securing tents, awnings, display equipment, products, or other items.

## MARKET OPERATIONS

Vendors may set up starting at **12:30 p.m.** on market days. Vendors must wait until the staff moves the parking barriers to enter the market area. A Market Manager will be available at 12:30 p.m. to check in vendors and assist with any questions. If less time is needed, vendor may arrive no later than 1:45 p.m.

The market will begin at 2:30 p.m. when market staff rings the bell. **NO PRESALES** of market goods or exchange of money are allowed prior to 2:30 p.m. Presale is only available to other market vendors.

There will be **No Moving Vehicles** in the market area between 2:15 p.m. and 6:40 p.m. If you arrive after 2:10 p.m. you must park in an adjacent area and walk your merchandise and supplies (tents, tables, etc.) to and from your stall location.

Vendors must remain until the market closes even if sold out. Absolutely no break-down of vendor displays allowed prior to market closing. Use this time to promote your product and encourage future visits from customers.

## FOOD SAFETY

Every person handling a food product must maintain a very high standard of personal hygiene and cleanliness. All vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods. Please adhere to the following guidelines:

- All foods offered for sale must be protected from contamination.
- Baking and processed foods must be pre-packaged at point of production, and smaller items such as muffins must be packaged in lots of at least three to discourage eating on site.
- All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair, and skin. All vendors **MUST** wash hands with warm water and soap after visiting the washroom. **If you are offering samples or ready-to-eat foods, you must have the proper permits and/or licenses as well as your own wash station.**

- Containers and wrappings must be single use only.
- Do not allow any unauthorized persons access to where food is being prepared.
- Racks, shelves, or tables must be provided for all food display and all food must be at least 15cm off the ground.
- Personal items should not be stored anywhere near food products.

## SAMPLING

- You are required to have your own portable handwashing station which contains a minimum of five gallons of warm water. **(Note that water is not available on site and must be brought to the market.)**
- Do not allow customer to get hands anywhere near samples to be eaten by other customers; provide toothpicks or small paper containers or pass out each sample.
- Provide tongs, forks, or spoons for each type of condiment being offered, no customer hands in the containers.
- Clean up the serving area often, being especially careful to pick up food scraps that fall on the ground.
- Watch children very closely.
- Always keep potentially hazardous foods such as meats, fish, poultry, or salads at 41 degrees F or colder or 140 degrees F or hotter. Use a metal-stem thermometer to monitor product temperatures and use mechanical refrigeration for cold items.
- Hot items must be discarded after four hours. Cold items must be discarded if they have been displayed outside of mechanical refrigeration for four hours.

## INSURANCE

Insurance coverage is the responsibility of the individual vendor. Plymouth Farmers Market bears no responsibility for any vendor's property at the market. The Contractor and its subcontractors shall secure, maintain, and furnish the City with proof of the following insurance: a) Commercial General Liability insurance

with limits of at least **\$1,000,000** per occurrence and at least **\$2,000,000** general aggregate.

The City shall be named as an additional insured and be provided with a copy of the Certificate of Liability. b) Worker's Compensation insurance. [Required if employing staff]. c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident. [Required if transporting participants]. Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage.

All policies of insurance shall provide that the insurance company will notify the City at least thirty (30) days prior to the effective date of any policy cancellation, modification, or non-renewal prior to the date on which the Contractor or its consultants commences performance of its part of the work, evidence of coverage is to be provided to the City. The City may direct that copies of the actual insurance policies, or renewals or replacements thereof, be submitted to the City.

## PERMITS

The market may be inspected by City, Hennepin County, or State inspectors on any day without advance notice. Inspectors may have the authority to temporarily close vendor businesses. To avoid disruption and lost income, it is important to seek all appropriate licensing and permits prior to the beginning of the market season. Copies of these licenses must be submitted to market organizers.

Vendors are responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products. **(The permits given to vendors from the Plymouth Farmers Market, along with any other applicable permits must be displayed and available on-site throughout the season.)**

Please confirm your licensing requirements by calling Hennepin County Environmental Health, (612) 543-5200.

## PERMIT GUIDE

	MN Revenue Form ST-19	Proof of Insurance	MN Cottage Foods Producer Registration	MN Dept. Ag Retail Mobile Food Handler License	Hennepin Co. Itinerant License	MN Dept Health License AND Henn. Co. Mobile Food Unit Reciprocity	MN Dept. Labor & Industry Portable & Temp. Power Inspection
Fresh fruits and vegetables, fresh-cut flowers	X	X					
Meat or dairy products	X	X		X			
Pure honey or maple syrup	X	X					
Farmstead products with added ingredients (for example, flavored honey or maple syrup)	X	X	Consult Henn Co. Environ- mental Health	Consult Henn. Co. Environ- mental Health			
Non- potentially hazardous home- baked and home- processed foods	X	X	X				
Concession items	X	X		X - -OR--	X		
Non-edible items	X	X					
Food trucks or mobile food units	X	X		X -- OR--	X --OR--	X	X

## **MARKET MANAGER RESPONSIBILITIES**

### **Rules and Regulations**

The Market Manager supervises the operations of the market. The Market Manager will apply the rules and regulations of the market as detailed in the Vendors Handbook, and report violations to the Managing Authority, as necessary. The Manager may ask the Managing Authority to suspend a vendor for one or more days for a serious violation of the rules. Depending on the nature of the violation the Market Manager and/or the Managing Authority reserves the right to remove vendors from the market at any time for any reason.

### **Collection of Fees**

Vendors may not attend the market until all fees are paid through the Parks and Recreation Department. Fees are due with application before the market season. Any “non-sufficient fund” check that is returned will be assessed the current rate charged by the City of Plymouth.

### **Space Allocation**

The Market Manager shall assign all stall space with consideration of the following:

- Vendor attendance record, including late arrivals and early departures
- Stall availability
- Product category and its compatibility with products of nearby vendors

### **Removal of Persons**

The Market Manager has the authority, with cause, to request any vendor or other person to leave the market operating area and, if necessary, to call the police for assistance. The Market Manager, depending on the violation, may expel a vendor from the market and future markets.

### **Problem Resolution**

Vendors are encouraged to approach the Market Manager or the Managing Authority if they encounter a problem. Any discussion of the problems of the market in front of customers is strongly discouraged and shall be avoided.

### **Cleaning**

The Market Manager shall ensure that the Market is left in a clean and tidy condition at closing. The vendor’s cooperation is imperative.

**(The Market Manager may also move a vendor for reasons of safety, health, product compatibility, or any other valid reason. Vendors must be able to independently complete set up/tear down of your stall each selling day.**

## **SNAP/EBT PROGRAM**

Please review this important information about EBT token and Market Bucks programs at the Plymouth Farmers Market. The Plymouth Farmers Market offers shoppers the opportunity to use their EBT cards to purchase tokens at the City Market booth. This program allows our customers who participate in the Supplemental Nutrition Assistance Program (SNAP) food support dollars at the market.

Vendors will be reimbursed for Plymouth issued tokens by check every week with a minimum submission of \$25. We will only reimburse tokens printed with “Plymouth Farmers Market” as in the examples on the reverse side of this page. The exception to this rule is Market Bucks, which you may redeem at any participating market.

Vendors cannot use tokens as change for a customer’s purchase nor give cash change back on EBT purchases. Vendors may not use tokens to make their own purchases or transfer tokens to another vendor for any reason.

### **Vendor Reimbursement Procedure**

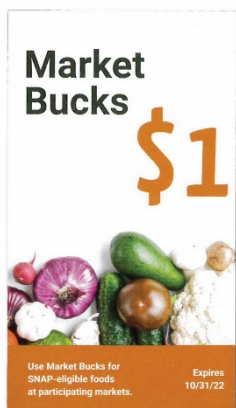
1. Accept the EBT tokens and Market Bucks from customers, according to specific instructions on the reverse side of this page. You may accept \$1 EBT tokens and Market Bucks if you sell qualifying products - edible items for home consumption and have a signed agreement on file with the Plymouth Farmers Market.
2. Each vendor will receive a token baggie kit and daily submission form. Tokens must be pre-counted, and the form completed before they will be accepted by the market staff member. Minimum token submission is \$25 for reimbursement.
3. At the end of each market day, bring all tokens to the farmers market staff member between 6:00-6:45pm. Vendors should bring their tokens to the staff member only once each market day.

4. Tear off and retain the pink copy of the token reimbursement receipt form for your records. Market staff will contact you within three business days if there is any discrepancy between your form totals and the number of tokens and market bucks in the baggie.
5. The City of Plymouth will mail a reimbursement check every week to the address provided by the vendor. You may update your “payable” information or address at any time by contacting market management. Please deposit your checks promptly.



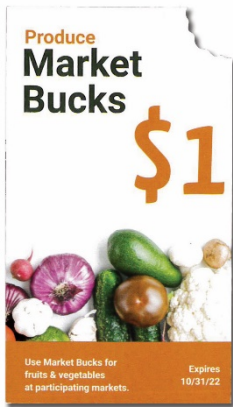
**\$1 EBT Tokens** are issued when a customer swipes their SNAP/EBT (food support) card. \$1 EBT Tokens may be used to purchase any grocery item that will be prepared at home (fresh or preserved produce, meats, eggs, cheese, breads, sauces, pickles, jams, juices, prepared foods that are packaged to take home, etc.)

\$1 EBT Tokens may **NOT** be used for items that will be consumed on-site at Market (prepared drinks, hot foods, single cookies, or snacks, for example.) They may NOT be used for decorative items such as non-edible pumpkins or gourds, decorative corn, or non-edible flowering plants. DO NOT use these tokens to make change for transactions or to make your own purchases.



**Market Bucks** are a special incentive for SNAP/EBT customers. These shoppers will receive a FREE match of up to \$10 when they use their EBT card at market. As in the past, Market Bucks Coupons are worth \$1 in EBT-eligible products. They follow all the same rules as the \$1 EBT Tokens, and you will be reimbursed for them. Unlike tokens, they have an expiration date.





**Produce Market Bucks** are a special incentive for SNAP/EBT customers **BUT** only can be used on produce items (fruits and vegetables). These shoppers will receive a FREE match of up to \$10 when they use their EBT card at market. As in the past, Produce Market Bucks Coupons are worth \$1 in EBT-eligible products. They follow all the same rules as the \$1 EBT Tokens, and you will be reimbursed for them. Unlike tokens, they have an expiration date. And again, are only eligible to be used on produce items (fruits and vegetables)

## GENERAL

### Customer Service

It is expected that our Farmers Market will be an upbeat and friendly place. Vendors, management, and the Managing Authority always want to deliver service with a smile! Our shoppers deserve nothing less!

### Weather

The Plymouth Farmers Market is held rain or shine; all vendors are expected to be in attendance. The market will only be cancelled in the case of severe lightning, thunder, tornadoes, or other extreme weather. Vendors will not be issued a refund for any days missed due to weather.

Please make sure we have an email address on file. We will notify you by email the morning of the market if we decide to cancel due to weather conditions.

The following weather conditions may cause the market to be cancelled: audible thunder and/or visible lightning; thunderstorm or tornado watch/warning, high winds, heavy rains, heat index greater than 103 degrees F, other as determined by management.

### Community Table

A community table is available to charity and non-profit organizations, at a low rate (\$25), for fund-raising, promotional and education purposes. To apply, contact the Market Manager at least two weeks in advance to the market date/s

you would like to attend. Any products for sale must be approved by the Market Manager and must not be in competition with Market vendors. Priority will be given to groups associated with the City of Plymouth. All rules and regulations will apply to the community table. The person applying will be held responsible for ensuring that the booth is staffed and left in the same condition as received.

