

Taos Farmers' Market - Vendor Agreement

Mission: The Mission of the Taos Farmers' Market is to support, promote and expand local agriculture by providing a premier market for local farmers to sell meat, eggs, dairy, produce, and plants.

Purpose: This Vendor Agreement will be implemented and enforced by the Taos Farmers' Market (TFM) Board of Directors and Market Staff to facilitate the smooth operation of the market. They may be revised or amended by the Board from time to time with or without notice.

1) Vendor Categories:

- a. During peak season, Taos Farmers' Market strives to maintain a vendor ratio of 80% farmers/ranchers to 20% non-farmers (value-added, baker, prepared food). Because there are a finite number of spaces at market, the Board may suspend the allocation of spaces to any category or subcategory of vendor in order to keep with the above ratio, or for any reason deemed appropriate.
- b. During non-peak season, the Board may allocate market spaces in variance to the vendor mix ratio. The variance may be granted for a finite period of time with the understanding that the vendor will work with the Board to meet conditions of the variance. The conditions of the variance will be reevaluated should additional spaces be secured by TFM.

2) Important Market Dates

- a. Farmer / Rancher Vendors need to submit their application one week prior to selling at the market.
- b. Non-Farmer Vendors need to submit their application by April 1st, 2019. These spaces are limited and selected annually by the Board of Directors, based on criteria outlined in the Non-Farmer application.
- c. Spring Vendor Meeting
 - Will be held at 1:00 pm on April 13, 2019 in the Taos Library conference room.
 - Anyone who plans to attend the market as a vendor at any time during the season needs to attend this meeting.
 - This is the only time to reserve your space when paying for full season vendor fees and other services (electrical or vehicle parking).
- d. Annual Meeting
 - The Annual Meeting and board election will be held at 1:30 pm on October 12, 2019, in the gazebo on the Plaza after market.
- e. Market Season
 - Taos Farmers' Market will start the second Saturday in May (May 11, 2019), and will run through the last Saturday in October (Oct 26, 2019).
 - We will hold 3 additional markets in November, based on vendor interest and weather permitting, to be announced by/before the Annual Meeting (10/12/19).
 - The November markets will not be covered under the reserved space fee or full season vendor fees, an additional fee for these markets may be applied.

3) Time & Location

- a. The Market will begin at 8:00 am and close at 12:30 pm. All vendors, tents & vehicles, must be completely out of Plaza by 1:30 pm.
- b. TFM will be held on Taos Plaza with the exception of Fiesta Weekend, which is the third Saturday in July (July 20, 2019), and this market will be held on Civic Plaza Drive.

4) Market Fees

- a. Full Season Booth Fee (excluding November markets)
 - \$560.00 for May 11th through October 26th. This includes a reserved space.
 - Half of the total amount due (\$270.00) is due by the Spring Vendor Meeting April 13th, 2019 and the remainder is due by July 13, 2019.

- b. Daily Booth Fee
 - \$25 per market per 12x12 space.
 - c. Vendor Vehicle Space
 - There are 4 unique spaces that allow for vendor vehicles. These spaces require payment of two Full Season Booth Fees for a total of \$1120 due by check mailed with application. These spaces will be offered to vendors based on need, which will be determined by the board.
 - d. Reserved Space
 - We no longer offer Reserved Spaces for vendors paying Daily Booth Fees. Reserved spaces are only for vendors who pay the Full Season Booth Fee. If you are paying Daily Booth Fees you will not be guaranteed a reserved space, if it is important to you to have a reserved space each week you will have to pay the Full Season Booth Fee by the dates provided above.
 - e. Nursery License
 - A Nursery License is required for all vendors selling plant starts and/or cut flowers. If a vendor wants to be covered by TFM's Nursery License, the fee is \$20 for the season due by Spring Vendor Meeting.
 - f. Electrical Service
 - Electrical Service is available on a limited basis for \$130 per season paid by or at the Spring Vendor Meeting, or \$10 per market payable with your daily fee.
- 5) Eligible Vendors
- a. Vendors from the following counties are eligible to sell at TFM:
Taos, Colfax, Mora, San Miguel, Santa Fe, Sandoval, Los Alamos, & Rio Arriba Counties, New Mexico and Costilla County, Colorado.
 - b. The market reserves the right at its sole discretion to modify the eligibility of any counties or regions. TFM reserves the right to refuse to grant membership to anyone. **Current or past approval to sell at TFM is no guarantee current or future approval to sell at the TFM.**
- 6) Vendor Space Size
- a. Standard vendor space is 12ft. X 12ft.
- 7) Signage
- a. A prominent, consistent sign with the name and location of your operation is required. A sign with your growing practices is strongly encouraged. If permits are required for processed foods that you are selling, your permit must be posted.
- 8) Booth Presentation
- a. Vendors need to ensure that their product is presented to the public in the best possible way. After vendors have their booth set up, they need to examine their booth from the point of view of the customer. Remember that the back of your booth faces a Plaza merchant's business. Think about ways the vendor can bring their farm or ranch to the plaza for customers to see. Work constantly to create a better presentation.
- 9) Who May Sell What?
- a. All products a vendor anticipates selling at any time during the season must be itemized in the vendor application.
 - b. The Board of Directors will review for purposes of approval or rejection of each vendor application, item by item and will contact any vendor where further information is needed before approval.
 - c. If a vendor wishes to add items at a later time during the season, he/she must complete a "New Product Application" one week prior to selling the item at market and it must be approved by the Board before vending of said new product is allowed.
 - d. On Saturday, the Site Manager enforces this Vendor Agreement and determines if a vendor is selling an item they are not approved to sell. If the vendor disagrees with the Site Manager's decision, he/she may contact a

Board of Directors member and the entire Board of Directors will make the final determination. Vendors have the right to appeal decisions made by the Board. See Section 20 below.

- e. A Vendor may sell product for another approved TFM farmer. The product must qualify and be approved by The Board. The farm at which the product was raised must be registered with TFM and an additional booth fee will be applied.
- f. Farmers may allocate 25% of their total of their booth table space to value added items, all must be listed on their application & approved by the board.

10) Produce

- a. Farmers are only allowed to sell fruits and vegetables grown by themselves.
- b. Farmers are allowed to sell vegetable/herb/flower starts during the season. All potential starts must be listed on your application.
- c. Farmers are allowed to sell cut flowers, with appropriate nursery licensing.

11) Mushrooms

- a. Cultivated Mushrooms are subject to the same Vendor Agreement as "Produce"
- b. Wild Mushrooms – You must provide a state approved certification. Please include this with your application.

12) Value-Added Foods

- a. Either *seventy*-percent (70%) of the fruits, vegetables, herbs, flour, grains, eggs, and meat in a processed food product must be grown in the local area, or *seventy*-percent (70%) of the total content of the product must be produced in the local area. However, a product does not have to exceed *seventy*-percent overall local content.
- b. Products must have as much local, preferably organic and New Mexico grown and produced ingredients in them as possible. If an ingredient in the product is grown or produced in New Mexico and is generally available in New Mexico, then that New Mexico ingredient shall be used in the product.
- c. Bulk Food Products: Bulk food products such as dried chile, ground chile, chicos, atole, dried fruits and vegetables, pinon nuts, dried meats, dried herbs, etc. must be grown or gathered in the local area by the processor
- d. Oil and Vinegar Products: Products consisting mainly of oil or vinegar may be sold at the Market. One hundred percent (100%) of herbal, vegetable and other plant material in these items must be produced in the local area.

13) Herbal, Therapeutic and Toiletry Products

- a. This includes processed products such as soaps, tinctures, creams and lotions, therapeutic products, scents, toiletries, essential oils, bags, home-care and herbal products.
- b. Items are subject to approval by The Board
- c. Eighty- percent (80%) of herbal and other plant material in these items must be grown and produced locally in the approved vendor counties. Herbal and plant material includes herbs, distillates, scent or flavoring agents, active ingredients etc.
- d. Local raw materials must be used for the non-herbal components of these products to the extent possible.
- e. Reselling, rebottling, or repackaging of products not crafted by the Market vendor is prohibited.

14) Dairy Products

- a. Includes milk, cheese, yogurt, etc. that was produced from animals that the vendor raised or cared for and the processing of the product is done in permitted facilities. Milk and dairy products, including hard or soft cheeses, cottage cheese or yogurt, must be processed in a permitted Dairy Farm/Plant. (Contact Dustin Cox of the NM Dept. of Agriculture, 575-841-9425.)

15) Honey

- a. Vendor owns the hives, harvests and processes the product. Honey producers do come under the NM Food act and require labeling and prohibits adulteration of product. Honey with additives such as herbs is subject

to food processing regulation and require a permit. (Contact Ken Hays, NM Bee Keepers' Association 505-869-2369.)

16) Eggs

- a. Collected from poultry which have been vendor owned and cared for. Eggs may be sold ungraded without a permit, but vendors must register their flock with the NM Dept. of Agriculture online and follow a few simple labeling requirements. The sale of graded eggs requires a permit. (Contact Raymond Johnson, NM Dept. of Agriculture, 575-646-1616.)

17) Meat

- a. Domesticated Livestock - Includes beef, lamb, pork and goat meat that was raised and cared for by the vendor and processed in a USDA licensed/inspected facility.
- b. Exotic Meats - Includes deer, elk, bison and yak meat that are farm raised by the producer and processed in a USDA licensed/inspected facility.
- c. Poultry - Includes chicken, duck, geese, pheasant, etc. which are raised and cared for by the vendor.

18) Quality Control

- a. Complaints concerning vendors will signify a problem with quality and may result in the vendor being unable to sell at the Market. The Site Manager will step in if the quality issue is of public health concern.

19) No Resale of produce/product or fruit is allowed at the market.

- a. A reseller is defined as someone who purchases or attains goods from another individual to be sold again. Non-Farmer vendors may purchase ingredients to use in production of their finished product. Purchased ingredients must be produced according to New Mexico food processing regulations.

20) Items not allowed for sale at the Market

- a. Items not identified on their application for sale at market, may be restricted.
- b. The following items are excluded unless approved in writing by the Board of Directors. This is not an exhaustive list. The Board reserves the right to exclude any other items not included in this list.
genetically modified crops • services • firewood • flagstone and/or other rocks • farming and gardening supplies • compost or compost preparations • soil amendments • animal bones • furniture • works of art • pottery • jewelry • landscape items

21) Vendor Inspection

- a. The Market reserves the right to conduct an on-site inspection, with 24 hours notice, of any farm or place of food processing to determine if vendors are in compliance with this Vendor Agreement.
- b. The vendor may be charged for said inspection upon the decision on the Board.

22) Market Day Vending

- a. Set Up: Vendors may set up between 6:00 am and 7:45 am. Vendors need to pull their vehicle into their vendor space, unload their product on the sidewalk. Vendors must not block the center lane of Plaza streets while unloading.
- c. During the Market: Absolutely NO DRIVING in the Market between 7:45am and 12:30pm. Vendors driving through the market between 7:45am and 12:30pm will be fined (see fines). Late Vendors must hand carry their items to their vendor spaces. Vendors who anticipate selling out early and need to leave, must carry their items by hand, out of the vending area. Vendors must have a person present in their booths when items are available for sale, except for brief periods when a vendor is taking a break. No generators are allowed at the Market.
- d. Take Down: At 12:30pm vendors will begin to break down their booths, neatly stacking items on the sidewalk. Vendors must leave their vending space and adjacent areas clean. Once the booth space is clean and the canopy is down, then the vendor needs to pull their vehicle into the vendor space, keeping the center lane of Plaza streets clear. Pack all materials into the car. If, after 1:30pm, the vendor remains on the Plaza, make sure to put money in the parking meter.

- e. Parking: Vendors MUST park in the gravel area of the Loretto parking lot. This is the free parking lot just north of Our Lady of Guadalupe Parish.

23) Market Tokens & WIC (*For information on how to participate in these programs, contact the Site Manager*)

a. EBT/SNAP (*Electronic Benefits Transfer/Supplemental Nutrition Assistance Program*)

- Only vendors who have signed the EBT/SNAP agreement are permitted to accept and be reimbursed for wooden tokens.
- The \$1 & \$5 wooden tokens are for EBT/SNAP participants, and only for the purchase of food stamp program-eligible foods, including: bread products, produce, meat, fish, poultry, eggs, dairy products, seeds, and plants which will produce food to eat.
- Tokens cannot be accepted for prepared food.
- Do not give any change for EBT transactions, US currency or tokens. They must pay with exact amount.
- U.S. currency cannot be returned to customers as change for wooden tokens, nor can vendors exchange tokens for U.S. currency with any person.
- Vendors must collect at least \$30 worth of tokens to receive a reimbursement check from TFM. If you have less than \$30, continue to collect tokens until you have at least \$30 of EBT & DUFB & Market Bucks worth combined to turn in for reimbursement.

b. DUFB (*Double Up Food Bucks*)

- Only vendors who have signed the DUFB agreement are permitted to accept and be reimbursed for silver tokens.
- The \$2 silver tokens are for SNAP participants, and only for the purchase of FRESH PRODUCE or VEGETABLE PLANT STARTS.
- These silver tokens can not be accepted for meat, fish, poultry, eggs, dairy products, seeds or any prepared foods or drinks.
- Do not give any change for EBT transactions, US currency or tokens. They must pay with exact amount.
- U.S. currency cannot be returned to customers as change for wooden tokens, nor can vendors exchange tokens for U.S. currency with any person.
- Vendors must collect at least \$30 worth of tokens to receive a reimbursement check from TFM. If you have less than \$30, continue to collect tokens until you have at least \$30 of EBT & DUFB & Market Bucks worth combined to turn in for reimbursement.

c. WIC (*Women, Infants, Children*)

- Only vendors who have signed the WIC agreement are permitted to accept WIC checks.
- All vendors participating in the WIC program must display their Vendor Permit Sign provided by TFM, which includes their Vendor Name and Permit Number.
- Only eligible fresh, unprepared fruits, vegetables, and honey may be purchased with WIC Checks.
- Non-eligible products include the following: processed foods, eggs, nursery and cut flowers, herbal products, meat and dairy products, chicos, dried fruit, juice, and jam or jellies.
- WIC checks must be stamped with the TFM WIC stamp by market staff during the market in order to be redeemed at your bank.

d. TFM Market Bucks

- Only vendors who have signed the TFM Market Bucks agreement are permitted to accept and be reimbursed for TFM Market Bucks tokens.
- Any non-taxable item sold from your booth can be sold with TFM Market Bucks, consider these \$5 and \$10 wooden tokens with the rooster head printed on them an alternative to cash.
- If one of your customer doesn't have cash, send them to the Info Booth to purchase TFM Market Bucks to shop at the market with.
- If you get reimbursed for more than \$600 over the whole season uniquely in TFM Market Bucks we require that you supply us with a filled out W-9 form

24) Gross Receipts Tax (*GRT*)

- a. Not all food sales are exempt from GRT in New Mexico. Exempt food items include bread, cereal, fresh

produce, meat, fish, poultry, dairy, eggs, and seeds & plant starts that will produce food. Products that aren't on this list, including prepared foods that are intended for immediate consumption, are taxable. It is the responsibility of Vendors who sell taxable products to obtain a CRS number from New Mexico Taxation & Revenue, provide that number on their application, and collect GRT from their customers at market.

25) Fire Regulations *If using heat or open flame;*

- a. There must be a fire extinguisher and fire blanket present at the vendor's booth. All surfaces in contact with heat or flame must be fire resistant material. Propane or gas bottles must be anchored in the upright position. Pressurized flammable containers must be inspected (contact Taos Fire Department). Vendors must comply with all directives of the Taos Fire Department.

26) Violations

- a. The Site Manager may expel any vendor from the market for violation of or failure to comply with this Vendor Agreement, creating a nuisance, interference with conducting business, etc. No fees will be refunded. Any expelled vendor may not sell at the Market until the situation has been reviewed and a final decision reached by the Board of Directors, allowing the vendor to sell at the market again. The Market's failure to enforce any of its regulations does not constitute a waiver of its right to initiate subsequent enforcement.

27) Fines

- a. Vendors are responsible for paying their booth fee by the end of the market day. If the Site Manager has not personally collected your fee by noon, you must pay at the market Info Booth by the close of the market.
- b. Failure to pay your booth fees (including any additional service fees) by the end of the Market day could result in a fine to be paid before the next market day. (1st time = warning, 2nd time = \$25 fine, 3rd time = no longer allowed to sell at the market for the remainder of the season with no reconsideration or recourse by the board).
- c. Vendors will be assessed a cleanup fee of \$25 if they leave behind trash, unsold produce or other items.
- d. Failure to have your booth cleared and your vehicle off the Plaza by 1:30 will result in a \$20 fine.
- e. Vendors will not be allowed to set up at the Market until any fines and/or outstanding fees have been paid.
- f. Vendors driving through the market after the 8:00 am opening or before 12:30 pm will be fined \$50.
- g. Vendor parking on the Plaza during market will not be tolerated (1st time = verbal warning and must immediately move their vehicle, 2nd time = \$50 fine, 3rd time = no longer allowed to sell at the market for the remainder of the season with no reconsideration or recourse by the board).

28) Grievances/Arbitration

- a. [Level 1] Any grievances should be directed to the Site Manager in writing, clearly outlining details of the grievance. The Site Manager will handle the complaint to the best of his/her ability with a decision. If the Site manager is unable to resolve the complaint, he/she may elevate the grievance to the Board of Directors for discussion and vote during the next board meeting.
- b. [Level 2] Should a Vendor's grievance involve the Site Manager or an appeal of the Site Manager's decision, the grievance and/or appeal should be directed to the Board of Directors in writing, clearly outlining details of the grievance/appeal for discussion at the next board meeting.
- c. The Board may vote one of two ways with the first provision for resolution being preferable. The board may motion for a particular resolution that the Site Manager can carry forward with the vendor(s) where the decision is final and the resolution progresses no further. Second, the board may motion to have the dispute considered by a Grievance Committee.
- d. All decisions and actions by the Site Manager and/or board must be recorded in writing.
- e. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association or Alternative Dispute Resolution Service under its Commercial Arbitration

Rules, upon a written demand for arbitration in the following sixty (60) days. The number of arbitrators shall be three. The place of arbitration shall be Taos, New Mexico. New Mexico law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. Both parties agree to bear the costs of their own attorneys, unless the claim is found to be meritless and then the party who brought said meritless claim will be responsible to pay the other party's attorney's fees and costs.

29) Vendor Responsibilities

- a. Provide high quality, locally produced products for sale to customers.
- b. In addition to this Vendor Agreement, vendors agree to abide by all relevant federal, state and local regulations.
- c. Be involved in the improvement of the market by bringing ideas to the attention of TFM or its employees.
- d. Participate in the elections and meetings of the market, to file complaints with TFM or its employees and attempt to seek resolution within the organization.

30) Market Manager Responsibilities

- a. Registering and tracking attendance of vendors;
- b. Assigning market spaces;
- c. Collecting weekly fees for market spaces;
- d. Handling operations before, during, and after market;
- e. Enforcing this market Vendor Agreement;
- f. Answering inquiries and responding to complaints from customers and vendors;
- g. Making sure the market complies with applicable local, state and federal regulations; and
- h. Administering some of the financial and business affairs of the market.

31) Board of Directors Responsibilities

- a. Develop, manage, and oversee the Market's annual budget and policies that relate to the operation of TFM.
- b. Review, adjust, and enforce this Vendor Agreement to serve and preserve the integrity of the Market as a sales venue for local food and agriculture.
- c. Make all hiring decisions for paid employees of TFM.
- d. Represent the vendors of TFM.

General Provisions This Agreement contains all terms and conditions agreed to by the Parties.

This Agreement may only be amended or modified by a written instrument executed by all of the Parties.

This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

This Agreement will pass to the benefit of, and be binding upon, the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

I hereby certify that I have read and understand the TFM Vendor Agreement and I agree to abide by this Vendor Agreement:

Signature _____ Date _____

Mail or email this signed agreement by to:

Taos Farmers' Market, PO Box 3114, Taos, NM 87571 or info@taosfarmersmarket.org

Please return this page signed and keep this Vendor Agreement for future reference.