

Tacoma Farmers Market Rules & Guidelines



Table of Contents

Table of Contents

ABOUT TACOMA FARMERS MARKET	3
Statement on Equity and Inclusion	4
VENDOR INFORMATION	5
Criteria for Vendor Selection	5
Products not Accepted.	6
General Requirements for all Business Categories	6
Sales Reporting and Payment	8
PRODUCT POLICIES AND GUIDELINES	9
Farm and Nursery Products	9
Reselling	9
Shared Farm Booth (Farm Cooperatives)	10
Processed Goods	10
Prepared Foods	10
Hand Crafted Items	11
Overlapping Products	11
PERMITS, INSURANCE AND LICENSING	11
What Kind of Licenses do I Need?	14
OPERATION GUIDELINES	15
Individual Market Operation Guidelines	17
MARKET DAY RESPONSIBILITIES	18
GENERAL POLICIES	20
Compliance, Monitoring, and Enforcement	21
Protocols for Vendor Grievances and Product Challenges	23

Indemnity Agreement 24

TOKEN PROGRAMS AND OTHER MARKET CURRENCY 24

COMMUNITY GROUPS AND ORGANIZATIONS 26

BUSKER, BALLOON ARTIST, ETC. RULES 27

PETITIONING, PROTESTING, SIGNATURE-GATHERING, LEAFLETING POLICY 27

VENDOR AGREEMENT AND SIGNATURE PAGE 28

 I have read and agree to abide by the TFM Market Rules & Guidelines..... 28

Vendor Challenge Form 29

ABOUT TACOMA FARMERS MARKET

The Tacoma Farmers Market (TFM) is a non-profit organization that is overseen by a volunteer Board of Directors. The Board and staff have adopted the following rules and guidelines and may, at any time, amend, delete, or modify its policies, rules, and guidelines. To promote the Market to the community of Pierce County, all participants in the Tacoma Farmers Market will behave toward market customers, board, staff, and volunteers in a professional manner which fosters a sense of market community, camaraderie, and a spirit of cooperative involvement. The Tacoma Farmers Market emphasizes the importance of supporting local agriculture by adhering to a locally grown policy, to include Washington growers only. We are a proud member of the Washington State Farmers Market Association and adhere to their Roots Guidelines. TFM does not accept franchises or out-of-state businesses.

In pursuit of our mission and with recognition of historical and present-day racism and inequity in our food system, the Tacoma Farmers Market is committed to diversity, equity, and inclusion as core values. We welcome individuals without regard to race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status. TFM prohibits any form of workplace harassment in our marketplaces. We seek to build and support a just food system in our community.

Our Mission

Tacoma Farmers Market creates vibrant marketplaces where local farms, small businesses, and organizations connect directly with the community.

Vision Statement

The Tacoma Farmers Market envisions:

- A Pierce County where farmland is actively preserved and where local farms grow and thrive.
- That all residents, regardless of income, will have reliable access to fresh, real food, and celebrate its place in our community.
- An affordable and accessible path to business ownership that reflects Pierce County’s rich diversity.

Our Values

Responsibility in operating a quality thriving farmer’s market.

Commitment to support local, sustainable agriculture.
Leadership in community and social development within Tacoma
Encourage personal growth through educational opportunities
Respect for our regions' ethnic diversity and agricultural history
Cooperation with like-minded community organizations
Fairness to all the Farmers Market stakeholders.
Equity in our local food system
Diversity within our organization, vendors, and shoppers
Inclusion in our organization and markets of communities affected by inequity.

Statement on Equity and Inclusion

As leaders and participants in Tacoma's food system and business community, we commit to investing in social and racial equity. We recognize that sustainable agriculture and small business ownership are historically connected to communities of color, migrants, and indigenous groups. Meaningful partnership with these communities is essential in the creation of equitable marketplaces. Our markets help achieve equity by confronting bias and discrimination, and prioritizing opportunities that promote justice and fairness for communities of color.

The Tacoma Farmers Market recognizes that intolerance and discrimination are present in our social, political, and economic systems. This historic and ongoing bias leads to unequal access in areas such as food, housing, health, and education. Though we strive to challenge all oppressions, we believe that racial prejudice worsens injustice in our society and a focus on racism is an urgent need.

We understand that injustice in our food system will continue to be reflected in our markets unless we and our partners confront historic inequality. We strive to create vibrant marketplaces that are inclusive of communities across Pierce County. To achieve equity in our region, we commit to:

- Addressing barriers in our programs, practices, and policies that prevent the inclusion of communities most affected by racial inequity.
- Creating an accessible and supportive path to business ownership
- Integrating diverse voices in our decision-making processes
- Continuing to educate ourselves and participate in community dialogues on equity, especially within our local food system.

Our commitment is to achieve meaningful racial equity work within our organization. We will continue to learn and evolve our perspectives and behaviors to achieve this goal.

As we continue to educate ourselves and assess our organization, we will:

- Create an Equity Committee to help guide our work in this area.
- Use a racial equity lens in our decision-making processes.
- Prioritize the inclusion of diverse communities in our organization and our markets.
- Maximize equitable opportunities and reduce discrimination in our programs and policies. We invite collaboration and welcome accountability as we challenge ourselves in this work.

MARKET HOURS, DATES, AND LOCATION

Broadway

Thursdays, April 3 – September 25, 2025 from 10:00 am – 2:00 pm

VENDOR INFORMATION

Criteria for Vendor Selection

The information in the following section pertains to businesses applying to become a TFM vendor; it also serves as a reference for approved vendors seeking reminders about the criteria by which the Market screens and selects potential vendors. Vendors are selected annually by Market Management. Selection will be based on quality, originality, locality, and compatibility with the existing market mix and mission statement, as well as past vendor performance, including sales. Within these criteria, the Market prioritizes vendors from communities affected by historical and ongoing food system inequities. To this end, TFM will work with aspiring vendors to expand access to our markets and support the success of these new businesses as resources allow.

General Acceptance

Vendors will be evaluated on the following criteria and priorities.

1. Agriculture Priority is given to those regional farmers and producers who bring produce to the market that is 100% grown and harvested on farmland in the State of Washington that they own and/or operate.
 - Farmers have priority over Processors, Prepared Food, and Craft vendors.
 - Farmers who use environmentally responsible and sustainable growing, breeding, raising, and harvesting methods.
2. Conduct, Compliance & Customer Service
 - All vendors should exercise fair labor practices. The Market reserves the right to refuse admission to or dismiss any business found to violate human rights and labor regulations.
 - History of compliance with Market Rules and Guidelines and federal, state, and local regulations.
 - Positive vendor conduct toward customers, fellow vendors, market staff, and volunteers.
 - Courteous and knowledgeable staff, strong customer service skills.
 - Timely submittal of applications, licenses, and other required documentation
 - Sales reporting and payment history according to Market payment procedures.
3. Product Quality
 - Consistently high product quality: fresh, flavorful, and ripe.
 - Clean, creative, and attractive displays.
 - Legal requirements met (weight, ingredients, etc.)
 - Low environmental impact in process/packaging
 - Attractive packaging
4. Food Safety
 - Adheres to the highest standards in safe food production and handling.
 - Vendors are encouraged to submit a “Food Safety Plan” to Management and display certifications to customers.
5. Product Balancing
 - Agricultural products will be given priority over other product categories.
 - Products produced by and reflective of Tacoma’s diverse racial, ethnic, and immigrant communities will be given priority within each vendor business category.

- Duplicate products may be denied entry.
 - Product that is unique or unusual.
 - Real, fresh, local products.
 - Products not already represented in the market.
 - Vendors selling nonagricultural products may be placed on a waitlist to maintain agricultural balance in the market mix.
 - The Market reserves the right to interpret vendor balance as we deem appropriate for the overall good of the market and its participants.
6. Sustainable Practices
- Uses environmentally responsible packaging and utensils.
 - Requires little or no electricity.

Products not Accepted.

Tacoma Farmers Market is a farm, food, and craft marketplace. We are interested in showcasing locally grown, artisan quality, locally/directly sourced and -produced foods and products. The following will NOT be accepted at our markets:

- Commercial or imported items.
- Secondhand items (except those vendors who take a secondhand item and recycle that item into a new use)
- Franchises
- Fresh produce grown from genetically modified seeds.
- Non-owner-operated businesses.
- Out-of-State processed items
- Carnival-like foods
- Nationally distributed packaged foods
- Energy Drinks
- Cannabis and CBD products
- Live Animals

General Requirements for all Business Categories

1. **Application and Agreement:** All prospective vendors must complete and sign a vendor application and contract each season prior to selling at the Market. The application must be completed online at [Applications | Tacoma Farmers Market](#)
 - **Application fee.** All vendors, returning or new, must submit an application fee with their application. The application fee helps to pay for our online application system and the staff time it takes to review each application. ***Application fees are non-refundable.***
 - **Product Declarations.** Vendors are required to submit a complete list of all products they wish to sell with their application. Vendors must have pre-approval from Market Management before selling any product or introducing new products on the marketplace.
 - **Documentation.** All vendors must provide copies of all relevant documents (liability insurance, organic certification, ingredient sources list, menu, etc.) prior to application acceptance. Copies are also to be available at the vendor's booth if applicable.
2. **Product Jury or Farm Visit**
 - Vendors interested in selling processed foods prepared foods, and crafts are required to submit products for evaluation by Market Management as part of the application process. Vendors will

be contacted once their application is reviewed. Product juries are completed in March and April each season.

- All farms are subject to a farm visit by Market Management to verify their activity and farming practices.
3. **Vendor Meeting.** All vendors are highly encouraged to attend a pre-season vendor meeting in March, prior to each market season. New vendors are required to attend. Vendors may send staff to attend.
 4. **Insurance Requirement.** TFM nor DTP is not responsible for any loss or damage incurred by vendors. *Certificate of Insurance liability policy naming TFM and DTP as additionally insured is required for all vendors.* A copy of the certificate of insurance must be provided upon acceptance, before attending the market. Each vendor's vehicle insurance policy number is required as well. Vendor's insurance shall require that TFM be afforded at least 30 days advance written notice in the event of any material change, expiration, cancellation, or termination thereof. [Click here](#) for details.
 5. **Approval of Selling Privileges:** No vendor will have a guaranteed right of return to any Market from season to season or from Market to Market, and no specific booth space is guaranteed.
 6. **Exclusivity:** The Market generally does not offer exclusive rights to vendors to sell any one product. Market customers generally benefit from having a choice. However, if the Tacoma Farmers Market believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry.
 7. **Management Discretion:** Market management reserves the right to deny a vendor's application, to prohibit anyone from selling at the market for any reason, or to prohibit any product from being sold at the market. Both the Tacoma Farmers Market and TFM vendors selling at the market may sever the relationship at any time, for any reason.

Fees

A fee schedule for all Market stalls and commissions will be established by the Executive Director and Market Board of Directors before each market season. *Stall fees are non-refundable.*

Application Fee

Our annual application fee is \$35 for new or returning vendors and is non-refundable. Vendors can pay their application fees on the TFM website or send a check to: Tacoma Farmers Market PO Box 707 Tacoma, WA 98401.

Discounted Booth Fee

Vendors who prepay their stall fees for a full market season (25 dates) before Feb. 7 will receive a 50% discount. After that, the discount will decrease to 30% until March 31.

Stall fees

To provide the community with the best Market possible by maintaining consistency of vendor presence at the market, we are moving to stall fees to be paid in advance system, depending upon how many days in the month you sign up

for. If you choose to pay for the whole season there is a 20% discount and the 2% processing fee will be waived. This needs to be paid by March 15, 2025. If you choose to pay monthly each month will be paid by the 15 of the previous month invoices will be sent to you with a 2% processing fee. ***Percentage of sales will be paid on market day.***

Daily stall fees for each standard 10' x 10' stall at the Broadway Farmers Market are:

- Farmers: \$25
- Processors, crafters, prepared food: \$35
- Community Booth: \$50

Stall fees are doubled for 10' x 20' stalls, tripled for 10' x 30'

Total daily market fees will be a percentage of total daily market sales, at the following rates:

- For farmers: 5% of total daily market sales
- For processors: 7% of total daily market sales
- For crafters: 7% of total daily market sales
- Prepared food vendors: 10% of total daily market sales

Vendors who prepay their stall fees for a full market season (25 dates) before Feb. 7 will receive a 50% discount. After that, the discount will decrease to 30% until March 31.

* ***No-shows will not be refunded***, no refund for cancellations unless OD is notified 48 hours in advance or due to illness or emergency on a case-by-case basis. Refunds will occur at the end of the season.

* If TFM cancels due to weather or other unforeseen occurrences you will receive a refund at the end of the season.

* If you choose to cancel the remaining Market dates, we require two weeks' notice and three weeks of stall fees to be paid.

Sales Reporting and Payment

Vendors are required to honestly report all sales made by the vendor or vendor's agents at each Market. Sales include cash, check, credit/debit, token, incentive funding (SNAP Market Match, Sustainability Match, and WIC transactions.) (WIC will be to the best of your ability this season)

The Market staff will collect payment daily at the close of the Market. All vendors are expected to return their envelopes with completed account sheets and fees enclosed after the Market closes and before take-down begins. **Vendors must also complete Formstack before leaving the market for the day unless previously arranged with the Operations Director. This can be completed on a personal device or market tablet.**

Failure to comply with fee payment on Market Day will result in a written warning for the first missed payment and a \$15.00 fine for any subsequent missed payments, in addition to the regular daily stall fees, unless previous agreements have been entered into with market staff. Failure to submit Formstack will result in a written warning for the first missed form and a \$10.00 fine for subsequent missed forms. Vendors will not be allowed to set up until past obligations have been cleared or risk expulsion from the Market.

TFM will conduct periodic customer counts at each vendor booth within the market to verify consistency with the end-of-day totals reported. Vendors may be required to produce load lists at the start of the market day and to balance total sales against those lists.

Total WIC and Senior FMNP checks must be reported to the Market Manager daily, and all WIC and Senior FMNP transactions received each market day must be calculated into that day's total sales. We provide staff support for FMNP reporting and will assist all farmers with this task.

FAILURE TO OPERATE WITHIN THE FINANCIAL GUIDELINES SET FORTH OR ACCURATELY REPORT ALL SALES WILL RESULT IN IMMEDIATE REMOVAL FROM THE MARKET(S) WITH NO RETURN RIGHTS.

PRODUCT POLICIES AND GUIDELINES

Farm and Nursery Products

Farm products include vegetables, fruits, berries, herbs, nuts, honey, seafood, meat, poultry, eggs, mushrooms, and dairy products. ***Nursery products*** include fresh cut or potted flowers, bedding plants, seeds, perennials, annuals, trees, shrubs that are propagated from seed, cuttings, bulbs, plugs, or plant divisions.

Produce, plants, and flowers sold at the Markets must be cultivated or foraged by participating farmers. Farm products are grown or raised by the Farmer upon land that they control through ownership, lease, rental, or other legal agreement. Nothing purchased for resale may be sold unless approval is received from Market Management (see *Reselling* for more information).

All farmers must submit a copy of current documentation verifying cultivation is by the vendor with the application. This includes organic certification from WSDA/USDA, State Nursery License, pesticide application license, a legal Lease of Property, State of WA fishing boat registration, seafood chain of ownership documentation, Egg Handler/Dealer License, and/or other documents as requested by management.

- All products must be grown, raised, produced, or gathered by the vendor in Washington State or in counties bordering Washington State, *with the exception of seafood that must originate from the greater Pacific Northwest (Washington, Oregon, Alaska, or British Columbia).*
- Farmers wishing to offer samples **MUST** contact the Market Manager **and** submit a courtesy application to the Tacoma-Pierce County Health Department. (See *Permits* section for more information). There will be no sampling due to COVID-19 until further notice.
- Seafood: the vendor must own, lease, or operate the fishing vessel or own, lease, or rent the parcel of land where the seafood is caught or harvested for sale at the Market. Seafood vendors must provide a chain ownership documentation and have it on the marketplace at all times.
- All products ***must have prices clearly visible*** for customers to see.

Reselling

Buying products from a wholesaler, store, or other food operation and then selling those products is not permitted at the market. On occasion, to obtain particular types of products not otherwise available in sufficient quantities at the Market, TFM may allow the resale of produce not grown by the Vendor. Prior approval must be obtained by Market management before any such product is brought to the market.

- Resellers are expected to be the only stop between the grower and the consumer (the product they buy must not come from shippers, warehouses, or wholesale distributors).
- Signage indicating product origin **MUST** be prominently displayed in front of the resale product.
- Farm cooperatives may be allowed to sell at the market with a special group selling permit (up to 4 farms), which requires one agent from one of the farms always be present at the market. Signage must indicate Co-op name.
- Resale produce must be clearly marked as such and approved in advance by the Market Manager.

Shared Farm Booth (Farm Cooperatives)

Each shared farm booth member is required to have his or her own liability insurance. A representative for the shared farm booth must submit an application and pay an application fee. On the application, all of the farms represented by the Farm Co-op must be listed. Geographical proximity between farms in a shared farm booth is preferred and will be considered when reviewing applications. Signage at the market must include the business names, locations, and products of each shared farm booth member. Fees for the Shared Farm Booth are as follows:

- **Broadway** (total market sales) x 0.10 = market fee

Processed Goods

Processed foods include dried fruits, jams, salsa, sauces, cheese, dried herbs, teas, bread, cookies, cider, mixed salad greens, etc. It does not mean fresh fruit or vegetables are merely washed or trimmed while being prepared or packaged for sale in their natural state.

Value-added, processed items must be grown and/or made by the vendor from raw ingredients. TFM highly encourages processors to use locally produced ingredients and will assign priority at the markets according to the number of ingredients from local sources used in the product. We recognize that not all products are available locally but expect processors to use local ingredients as appropriately as possible. We are dedicated to supporting Washington family farms, and we want to help you do that as well.

Vendors wishing to sell processed food products must:

- Provide a letter of verification that your product is prepared in a commercially certified kitchen if requested.
- Provide TFM with a WSDA processors license if requested. Visit <http://agr.wa.gov/FoodAnimal/FoodProcessors/> for more information.
- List all sources of ingredients in the products to be sold at the market. (Incomplete product lists and ingredient sourcing lists will result in a delay or denial of market participation, regardless of your seniority at the Market.
- Provide Market Management a sample of all products packaged and labeled as they will be sold at the Market. Market Management will evaluate the products before approval for sale in the market.
- All processed foods must be appropriately labeled with product name, ingredients, net weight, price, and vendor's name/address.
- For more information about general labeling requirements, visit <https://agr.wa.gov/FoodAnimal/FoodProcessors/packaginglabeling.aspx>
- Product flavor changes are allowed within the realm of the health permit.
- If a new product is added to your menu, a product jury for that product will need to occur prior to the new products being sold to the public. Please make arrangements with the Operations Director.
- Vendors wishing to offer samples of their product(s) must contact the Tacoma-Pierce County Health Department and notify the Operations Director of their intent to sample the product. For a farmer's market permit application and fee schedule see more below under the *Permits* section.

Prepared Foods

Prepared Foods are prepared and served for immediate consumption on-site.

Prepared food vendors are required to source 25% of their ingredients locally. We recognize that not all products are available locally but expect prepared food vendors to use local ingredients as appropriate when

possible. We are dedicated to supporting Washington family farms, and we want to help you do that as well. Locally sourced products must be advertised prominently at the booth (**please mention local ingredients used specifically in the menu item advertisement**). *Styrofoam containers are NOT allowed at the Market, with NO exceptions.*

Vendors wishing to sell Prepared Food products must:

- Submit their menu with a full list of ingredients and the source of each of those ingredients. Incomplete menus and ingredient sourcing lists will result in a delay or denial of market participation, regardless of your seniority in the Market.
- Provide Market Management with a sample of all prepared food items for the product jury.
- Provide a copy of the certified kitchen permit and/or lease with a certified commercial kitchen if requested.
- Provide copies of food handlers' permits for all staff attending the Market if requested.
- Before selling at the Market, all prepared food vendors must submit an approved Tacoma-Pierce County Health Department Permit to the Market Manager. These permits must be displayed in public view during Market hours.
- All prepared food trailers must comply with Tacoma-Pierce County Health Department regulations.
- Prepared Food vendors must commit to a specific menu and any changes to that menu must be pre-approved by the Health Department and the Market staff by a minimum of two weeks before serving that item.
- Prepared Food vendors are expected to maintain product inventory through the end of the market. (*a change in flavors is allowed, however a new menu item must go through a product jury*)

Hand Crafted Items

All craft products must be handcrafted in Washington State by the vendor using tools and equipment to produce their product that require skill, personal handling, and or/manipulation (e.g., plaques manufactured in China but painted in Washington State are NOT considered locally made.) Returning craft vendors must have all new items approved before they are sold at the Market. ***No commercial items and no secondhand items shall be sold by ANY vendor at any TFM Market.*** Priority is given to those Craft vendors who use materials from Washington State.

Overlapping Products

Vendors whose products or practices place them in more than one category are subject to all the requirements of each category. The category in which such vendors are officially placed, and their associated commission rates, will be determined by the Market Management. In some cases, a vendor may be required to calculate sales separately for products in different categories.

PERMITS, INSURANCE AND LICENSING

All vendors shall provide, at the time of application, copies of any permits and licenses applicable to the sale of their products. These will include Washington State UBI Number, Washington State Department of Agriculture Food Processor's License, Liability Insurance, Certification of Organically Grown Produce, Grade A Dairy Permits, Department of Fish & Wildlife Wholesale License, Food Handlers Permit, Egg Handler/Dealer License, and other Tacoma-Pierce County Health Department licensing requirements.

UBI Numbers: The Washington State Department of Revenue requires the Tacoma Farmers Market to verify that its vendors are registered to do business in the State of Washington. Unless a vendor is exempt by law, they must supply the Market with a State UBI number at the time of application. Applications submitted by prepared food vendors, crafters or processors without a UBI number will not be considered.

City of Tacoma Business License: Generally, all businesses, except farms, operating in or soliciting business in the corporate city limits of Tacoma are required to be registered and licensed with Tacoma. Vendors must register with Tacoma if located in Tacoma, solicit, or conduct business in Tacoma, whether directly or through a representative, or do business with the City of Tacoma through contracts. Vendors may wait to apply for a City of Tacoma Business License until you are approved for the market. *Farmers are exempt from this permit.*

Proof of Liability Insurance: All vendors are required to name the Tacoma Farmers Market on their business certificate of liability insurance (some smaller vendors utilize their farm/homeowner's insurance for this). Vendors must send copies of their certificate of insurance, naming TFM additionally insured, to the TFM prior to attending the Market. Vendors will not be allowed to set up without this.

Federal Tax ID: Retail sales taxes and Business and Occupation taxes are the responsibility of individual vendors. Vendors who must charge sales tax are required by law to have a Federal Tax ID number and must supply this tax number when applying at the Market. Vendor applications will not be processed without this number.

Vehicle Insurance: All vendors must show proof of current automobile insurance for on-site vehicles and provide the Market with policy numbers, which will be kept on file.

Nursery License/Plant Sale Permit: Any person who handles or sells horticultural plants is considered a "nursery dealer" and is required by law to have a license posted at *each place of business where horticultural plants are sold*. Persons who sell only cut plant material and persons making casual or isolated sales that do not exceed \$100 annually are exempt from licensing and permit requirements. The Washington State Department of Licensing (DOL) is responsible for issuing nursery licenses in conjunction with their Master Business License Program. There are over 40 locations where nursery license applications can be obtained. To find the location nearest you or obtain an application and license by mail, call DOL at 360-664-1400 or apply online.

Organic Products: Any product labeled "organic" must be certified by the Washington State Department of Agriculture or another certifying agent and be in compliance with the USDA National Organic Standards. Vendors must post their organic certification in their stalls if the vendor claims organically grown products.

Vendors of organic produce claiming an exemption based on sales of under \$5,000 annually will need to provide proof of eligibility for the exemption and exclusions from certification. (See National Organic Standards: Subpart B –Subsection 205.101 Exemptions.) For more information on organic certification visit the WDSA website at, <http://agr.wa.gov/FoodAnimal/Organic/default.aspx>.

Unsprayed, Pesticide-Free, OR Low Spray: Written and verbal declarations regarding pesticide use, which cannot be certified as "Unsprayed", "Pesticide-free", or "Low Spray", will need a notarized affidavit attesting to how these procedures are followed. This affidavit will be kept with Market Management for the season. Consumer queries regarding your farming practices must be answered factually.

Weights and Measures (e.g., Scales): Measuring and weighing devices (e.g., scales) used for commercial purposes must be registered annually. Registrations are accomplished as part of the Master License system through the Department of Licensing. You must possess and post a license for each location (if you operate in several locations) with appropriate registrations and endorsements for the location. Contact WSDA Weights and Measures Program at (360) 902-1822 or email: wtsmeasures@agr.wa.gov.

Sale of Alcoholic Beverages: Tasting and selling of wine, cider, and beer at farmer's markets is allowed by the Washington State Liquor Control Board. Spirits are not allowed for sale at Farmers Markets at this time. For

information on selling alcohol at farmers markets in Washington State, please visit the Washington State Liquor Control Board site at <https://lcb.wa.gov/>

Health Department Permits and Fees: Vendors are required to obtain permits directly from the Tacoma Pierce County Health Department (TPCHD). Visit www.tpchd.org for instructions and applications. All fees will be paid directly to TPCHD.

- **Farmers** who sell eggs, meat, or other temperature-controlled items **MUST** obtain a TPCHD permit and have appropriate USDA/WSDA permits.
- **Farmers who sample** their product to the public will be charged no fee, but are required to submit a Courtesy Application and are required to have a Washington State Food Worker Card.
 - Prewashed samples must be cut in advance following health department guidelines *or* prewashed samples may be cut at the market (e.g., apples, peaches, etc.) using a sterile knife and clean cutting surface.
 - Gloves must be worn when handling samples.
 - Sanitary sampling guidelines (below) must be followed.
 - **Melons and sprouts are not allowed to be sampled!**
- **Prepared Food Vendors and Processors** should go directly to the Tacoma Pierce County Health Department website for application, updated fee structure and rules. *You cannot obtain a permit for our markets until you have been approved to sell at our markets.*
- **Important Note:** All vendors who do not follow TPCHD sampling/food handling regulations will be fined \$110 per violation. Repeat non-compliance will result in permanent removal from the market so please follow these simple regulations closely:
 - Have a hand wash station for each market each week (see diagram below)
 - Have bucket of bleach water to clean produce cutting surfaces and knife
 - No hand-contact with food to be sampled (must wear gloves during preparation and provide toothpicks for customers to pick up sample)
 - If bringing prewashed produce to market, please bring in a plastic (sturdy) container and keep it a minimum of 36" off the ground. *Never set a prewashed produce box on the ground.*
- **Further instructions** about how to receive your TPCHD permits can be found on their website at www.tpchd.org.
- **Sanitary Sampling Guidelines (diagram below)**
- A hand-washing station is required at each booth where samples or hot prepared foods are dispersed – and must be actively used.
- The hand washing station must consist of a 5-gallon thermal (insulated) container with spigot that provides a continuous flow of warm (100°F – 120°F) running water, soap, paper towels, and a 5-gallon bucket to collect the dirty water.
- A Washington State Food Worker's Card is required of all persons handing out samples.
- Produce items must be cleaned before being sampled.
- Cutting surfaces and utensils must be cleaned and sanitized between uses.
- Samples must be covered to protect them from contaminants when they are not actively being sampled. Set up sampling displays to prevent customers from touching samples other than the one they take (eg. use toothpicks)



What Kind of Licenses do I Need?

The following is a list of common permits and licenses required; however, it is not exhaustive. For more information contact the issuing agency.

Product	License	Issuing Agency
Scales (each scale)	Weights and Measures License	WA Dept of Licensing in conjunction with WSDA Weights and Measures Program
Plant & Nursery (annual sales over \$100)	Nursery License	WA Dept of Licensing
Organic Growers	OG Certification	WSDA
Processed Foods	Processor's License TPCHD Farmers Market Permit (Must include approved facility)	WSDA TPCHD
Prepared Foods	TPCHD Farmers Market Permit (Must include approved facility)	TPCHD
Cheese/Dairy	Processor's License (Approved facility) TPCHD Farmers Market Permit	WSDA TPCHD
Meat	Processed and Stamped in WSDA approved facility and warehouse permit	WSDA TPCHD
Poultry	Special Poultry Permit (Less than 100 chickens)	WSDA TPCHD
Seafood	Processor's License Dept of Fish and Wildlife Direct Retail Endorsement	WSDA Dept of Fish and Wildlife TPCHD
Alcohol	Farmers Market Endorsement Permit	WA State Liquor Control Board

Honey	For raw honey registration of hives is required. For honeycomb labeling is required. No Permit needed unless Processing (heating, adding flavors, etc.) then Processor's License	WSDA
Eggs	Egg Handler/Dealer Permit and Egg Seals TPCHD Farmers Market Permit	WSDA TPCHD

OPERATION GUIDELINES

COVID-19 Guidelines

In order to slow the spread of COVID-19 and protect our market community, TFM is working closely with the Tacoma-Pierce County Health Department to take necessary steps to align with country, county, and city-wide regulations and recommendations. TFM will be in frequent communication with vendors through phone, email, and in-person conversation to inform vendors of requirements and changes as they happen. **Changes will be communicated as far in advance as possible but may occur as late as Market Day.**

Unless otherwise communicated, TFM markets will take place in their normal respective locations during COVID-19. Markets will have specific protocols for entry/exit, booth assignments, spaces allowed, set up/tear down, shopper behavior, and any other practices or policies deemed necessary by the ED or OD to prevent the spread of COVID-19. Vendor requirements will be communicated with all vendors prior to opening day via email and during the annual vendor meeting and vendors are responsible for keeping up to date with requirements and any changes to them throughout the market season.

Some requirements for the 2024 TFM season may include but are not limited to:

1. Masks are not required for all TFM staff, vendors, and shoppers. We will be monitoring State guidelines as they arise. In accordance with orders from the Washington State Department of Health, some medical exemptions will be allowed, or alternative strategies offered at the discretion of the TFM ED. Masks must meet Centers for Disease Control guidelines: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>
2. TFM will apply the social distancing recommendations (6ft) to any lines that form inside or outside of the Market. While market staff will assist, if possible, vendors are responsible for maintaining social distancing at their booths and in any lines that form for their booths. If you are a vendor with high-volume traffic, you may be required to utilize spacing tools for lines. If you are unable to meet these requirements, you may lose your selling privileges at TFM. **Social distancing is required between vendors and shoppers.** This can be accomplished through extra tables to add to distance between booth workers and shoppers, ropes to keep shoppers out of booths, plexiglass/plastic shields to provide a physical barrier, or another method TFM ED or OD deems acceptable. While TFM understands there may be a brief moment of contact (less than 6ft) between vendor and shopper at point of sale, this should be minimized, and vendors should attempt to avoid it through the aforementioned methods or contactless payment if possible.
3. No self-service of foods; only vendors may handle food products and bags for shoppers.
4. Sampling is allowed. (Changes in mandates will be monitored)
5. Vendors must continuously clean and sanitize commonly touched surfaces and meet the environmental cleaning guidelines set by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>) and have a hand wash station or hand sanitizer inside each vendor booth for

employees. If not offering contactless payment, TFM strongly suggests disinfecting device screens between **each shopper** and providing hand sanitizer for shoppers, as well.

6. TFM will conduct daily checks for symptoms of illness for Market staff, volunteers, and vendors. Vendors must stay home when they are sick. If a vendor arrives at a TFM market exhibiting symptoms they will not be allowed to sell at TFM that day.

7. Vendors will prominently display any signage provided to them by TFM as required.

We will ensure to notify vendors of changes via email as they arise be sure to inform your staff. However, vendors are responsible for knowledge of and compliance with all COVID-19 requirements that apply to your operations at TFM, whether or not a requirement is listed on this sheet. If you are unable or unwilling to comply, you will not be allowed to vend at TFM.

Stall Space

Each vendor will be assigned one or two 10' x 10' stall spaces. The Market Manager will make all stall assignments. Vendor locations are decided at the Market Manager's discretion taking into consideration product mix, customer flow, special promotions, and vendor seniority. Stall assignments are not transferable, and may change from season to season, or even week to week. Vendors will provide their own tables, canopies, signs, weights, and other desired display materials.

Transfer of Space

Vendors may not sublet stall space to others. Prepaid fees are non-transferable to other market dates or vendors. If a vendor sells his or her business, he/she may not transfer his or her market spaces to the new owner.

Signage/Bags

Each vendor **must** display an attractive sign clearly showing their producer/business name or the name of the farm/business. If your name does not describe your product, please include it on your market signage. This will help with sales and shopper retention. For assistance: [Signage-Standards-and-Organic-Integrity-at-FMs-2021.pdf \(wafarmersmarkets.org\)](#) Vendors are responsible for providing their own bags for purchases Keeping in mind the statewide [Plastic bag ban - Washington State Department of Ecology](#)

Prices must be clearly marked on all items for sale. Failing to clearly mark prices will result in first, a verbal warning from the Market Manager; second, a written letter to the vendor indicating that a third infraction will result in forfeiture of Market space; and, third, automatic forfeiture of the Vendor's Market space. In this case, TFM shall not be required to refund any portion of the fee prepaid by the vendor.

Pricing of goods sold at the Market is solely the responsibility of the individual vendor. We encourage vendors to set prices within a range of 15% of the retail prices of like products sold in the areas surrounding each of the farmer's markets. Competition should be based on product quality and actual costs of production rather than simply undercutting the prices of another vendor. The Market Manager does not have the authority to fix prices. However, the Market Manager does reserve the right to conduct market research and set a low-price limit, and vendors will not be allowed to sell below this price. ***Price Dumping is not allowed.*** Thus, vendors are discouraged from giving produce or items away for free or at below-cost pricing, as this undercuts potential sales for other vendors. This does not include sampling.

Set-Up and Take Down

All vendors are required to be on the marketplace at least 1 hour prior to the market opening on market day. If the vendor is not present at the Market at least 1 hour before the start of the market, the stall will no longer be held for the assigned vendor. Violations of this policy may result in loss of assigned stall space on the day of the violation. Repeat violations will result in the vendor being put on a first-come-first-serve

basis for available booth space at future markets or removal from the Market. Vendor vehicles arriving within 30 minutes before market opening will NOT be allowed past the road blockade unless approved by Market Management. **All vendors shall be fully set up and ready to sell to customers at the opening of the Market. With NO EXCEPTIONS.**

Incident Weather: We are a rain-or-shine Market.

We will monitor the weather and air quality to ensure the safety of everyone, vendors, and the community.

Air Quality and Heat

- TFM will consider closure if the Air Quality Index (AirNow.gov) is predicted to be in or is in the Very Unhealthy range (201-300) and will close if the AQI is predicted to be in or is in the Hazardous range (301-500). If a public health emergency is declared, TFM will close all markets until lifted.
- TFM will consider closure if temperatures are predicted to be above or rise above 100F. TFM will close if temps are predicted to be above or rise above 103F.
 - Other steps to ensure health and safety will be taken, which may include changing and/or shortening market hours.

Wind

TFM will consider closure if winds become hazardous.

- If winds are forecasted to be 20-35 miles per hour, a decision will be made after the Director of Operations reaches the site to determine safety. Considering the effects of the wind is different depending on the area.

Keeping our markets open is a balance between providing a market outlet for our farmers and food access for our shoppers while considering the health of our staff, shoppers, and vendors.

Vendor Safety

Our paramount concern is offering you a safe place to sell your product and to ensure your safety and the safety of your staff. If you/they feel uncomfortable about anyone lurking and being inappropriate, know that you have support. If something occurs, please either text/call the Market Manager at 253-272-7072. Mention The vendor name and say you need some quarters and we will know to come immediately. *The reason for stating you need some quarters is code so if the person is in earshot, they will not know you are discussing them.

Cancellations

Vendors with stall reservations are responsible for occupying that space on each market day. Vendors not able to attend a reserved market day are required to call or email the Market office with at least 48-hour notice.

Vendors who fail to give appropriate notice of their absence will still be charged a regular daily stall fee. Repeated non-appearance (more than 3 missed days) may result in loss of assigned space privileges. Stay home if you are sick with COVID-19 symptoms or have been in close contact with someone diagnosed with COVID-19. Call market staff to cancel as soon as you can. Cancellations due to health and other extraordinary circumstances will be taken into consideration regarding any fees due.

Individual Market Operation Guidelines

Broadway Market

- Broadway will be closed to all traffic from 7:00 a.m. to 5:00 p.m. One-way traffic MUST enter at the 11th Street end of Broadway and exit only at the 9th Street end Any. exceptions to this rule must be approved IN ADVANCE by the Market Manager.
- Set-up will begin at 7:00 a.m. on Market Day. During that period vendors may enter the Market area with their vehicles for the purpose of unloading only (except vendors with parking rights.)

Vendors should unload promptly and then move vehicles offsite. **A clear and drivable lane must be kept open at all times.** Vendors may not begin setting up stall spaces until their vehicles are moved offsite. NO VEHICLES WILL BE PERMITTED TO ENTER THE MARKET SITE AFTER 9:30 AM. All vehicles must be off the marketplace by 9:30. Set-up must be completed by 10:00 a.m.

- For liability reasons, selling must not begin until 10:00 a.m. All vendors are required to remain at their stall spaces until closing at 2:00 p.m. even if they have sold all of their goods. At 2:00 p.m. vendors shall cease selling and promptly begin taking down their stall spaces. Vehicles will be allowed to enter the Market site at 2:15 p.m. However, vendors should NOT leave the Market to retrieve their vehicles until they have completely taken down their stall, including packing up all remaining products, collapsing canopies or tents, and cleaning up any debris.

Vendor Parking

- There are parking spaces available in both Market and Commerce parking garages and lots one block away for \$6-\$10 for the day. VENDORS: **DO NOT PARK IN ONE HOUR OR 30 MINUTES PARKING SPOTS ADJACENT TO THE MARKET SITE(S).** Use of these spots angers local merchants, reduces available customer parking, and discourages people from driving to the Market. The Market is not responsible for paying any tickets acquired by vendors who have violated parking rules or regulations.

All vendors parking on-site must have an approved oil drip pan under their vehicles at all times. Drip pans can be rented from the Market for \$10 for each week of use.

MARKET DAY RESPONSIBILITIES

Stall Set Up

All canopies must meet fire dept regulations and be flame retardant and have sufficient weights to keep them in place during windy conditions.

Canopies or other booth covers are required to be flame retardant for prepared food vendors using cooking equipment.

Canopy Weights

For standard canopies, approximately 25 pounds of weight is necessary for each leg. **NO rocks or water weights will be allowed.** Canopy weights must be in place from set-up through take-down. Weights must be securely attached before the rest of booth set up begins. ***The Fire Dept. will be issuing fines to vendors that set up before attaching their weights. TFM is not responsible for vendor fines.*** Vendors without adequate canopy weights will NOT be permitted to set up. Vendors setting up without adequate canopy weights will be required to take down their canopies and/or displays or rent weights from the Market at a cost of \$10 per set. If a vendor sets up without adequate tent weights and the Market does not have any to lend, the vendor will be assessed a \$50.00 fine to be paid the day of the Market. Damage incurred by a vendor due to insufficient weights will be at the expense of that vendors. In addition, if TFM's liability insurance is activated by such an incident vendor will be required to pay TFM's deductible.

We recommend bringing a tarp or tent side to cover your product during set up in inclement weather, we can lend you a tent side for the day if available.

- First occurrence: Verbal instructions- lending of weights if available at no charge.
- Second occurrence: Written warning- lending of weights if available \$10 charge.

- Third occurrence: Fine: \$50 and noncompliance consequences will be administered.

Oil Drip Pans

Oil drip pans or cardboard are required underneath every vehicle that has a parking space within the Broadway Market, whether you think your vehicle leaks or not. No exceptions. Vendors who fail to provide a drip pan may elect to rent one from the Market for \$10.

Prepared food vendors are required to have drip pans, cardboard, or tarps under their cooking operations to stop any grease or oil drips from reaching the concrete.

A \$50.00 fine will be imposed on any vendor out of compliance to cover the cost of staff time and clean-up materials.

Booth Merchandising

A well-presented stall at Tacoma Farmers Market will convey a sense of confidence to market buyers. Easily visible signs, organized product assortments, and easy access will convert to increased sales. The Market Manager (or assigned representative) will visit your location throughout the season and make suggestions to enhance your appearance and help provide for a successful future at Tacoma Farmers Market. We thank you in advance for your readiness and cooperation in making such transformations.

Health Practices & Permits

All vendors must adhere to sanitary procedures as outlined by the Tacoma-Pierce County Health Department. All prepared food vendors and others wishing to offer samples must be approved by the Health Department prior to attending the market. Please also see *Sanitary Sampling Guidelines* in this packet. Any vendor found selling contaminated foodstuffs or produce or selling in the Market without proper health precautions or permits shall be suspended from selling operations until satisfactory clearance has been obtained from the Tacoma-Pierce County Health Department and the Market Manager. All vendors must dress appropriately, and shoes and shirts are required. No dogs are allowed in food vendor stalls except for service animals as required by the Americans with Disabilities Act.

Electricity

All electrical equipment must be pre-approved by the Market Manager. Vendors requiring electrical power are responsible for providing their own outdoor extension cords and mats to cover any and all portions of the cord that lie in any area utilized by market customers. TFM cannot guarantee electricity to its vendors.

Radios

Vendors are not permitted to play radios or use other sound-generating electronics during market hours except with prior approval from the Market Manager.

Smoking Policy

Vendors and customers are not permitted to smoke/Vape or use chewing tobacco in the Market area.

Stall Clean Up

Vendors are responsible for cleaning their stall areas to the condition they were in upon arrival at the site – or better! This includes removing all debris, sweeping and, if necessary, washing down the stall site. Vendors are responsible for picking up all trash or refuse within 15 feet of their assigned market space.

Vendors must not dump oil or oil debris into flower beds, garden areas, streets, sidewalks, or storm drains, sinks, toilets, or anywhere else within the Market Site. **All vendors must bring containers suitable for waste removal, including oily waste.** No dumping of ice and/or ice chests. We have a strict “you haul it in,

you haul it out” policy.

Prepared food vendors must have an impermeable tarp or mat under the entire stall to protect the sidewalks and streets from grease and food waste, as well as overhead coverage as required by the Tacoma-Pierce County Health Department. Oil pans must be placed under vehicles. Vendors not adhering to these policies risk \$50 cleaning fines and expulsion from the Market.

Garbage/Recycling

All vendors must haul out their trash at the end of the day. On-site trash receptacles are for customer use only. Vendors may request permission from the Market Manager (or Market representative) to use customer receptacles at the end of the Market Day if space permits.

Green waste receptacles (for produce and flower clippings) may be made available to produce and nursery vendors. No other waste is permitted in these receptacles. Vendors violating this policy will be fined and prevented from using this service. Recycling containers are strategically placed for customer and vendor convenience... Please use them!

Vehicles

Only select produce and nursery vendors will be allowed to sell from their vehicles at the Markets; all others will be required to park their vehicles off site at their own cost. Vendors with parking assignments must have a large sign in their front vehicle window that reads: Farmers Market Vendor and their contact information.

Scales and Labeling

All weighing or measuring instruments or devices used for commercial purposes must be registered with the DOL. WSDA has a brochure Vendor Scale at Farmers Markets. Please contact them at wtsmeasures@agr.wa.gov or call (360) 902-1822. This ensures that buyers receive sufficient and accurate information with which to compare quantity and price. Pre-packaged products must be labeled with the quantity and/or amount. Vendors in violation of this policy will be removed from the Market with no return rights. All prepared goods sold shall be individually wrapped and the name, address and phone number of the vendor shall be affixed to each item.

Plastic Bags

As of October 2021, the City of Tacoma’s Bring Your Own Bag Ordinance is in effect details here: [Shopping Bag Restrictions - City of Tacoma](#) This law applies only to thin plastic checkout bags and does not include plastic produce bags. TFM vendors are required to comply with this law and refrain from supplying customers with plastic checkout bags. TFM will have reusable bags for sale at the Information Booth and encourages vendors to sell reusable bags or supply customers with paper bags for an 8-cent fee (EBT and WIC users are exempt from the 8-cent fee). The 8-cent fee is charged to encourage reusable bag use and kept by the vendor to offset the cost of supplying paper bags. More information on the bag fee is available here: [July 21 - Bag ban begins Oct. 1 - Washington State Department of Ecology](#)

GENERAL POLICIES

Courtesy and Non-Discrimination

Vendors are expected to treat each other, staff, and customers in a courteous manner as discrimination is NOT permitted at the market. Vendors may not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, military status, or actual or perceived economic status. TFM prohibits any form of workplace harassment including harassment on our marketplaces. Vendors and their staff are subject to immediate suspension, expulsion,

or other measures at the discretion of the Executive Director in the event of a violation.

Liability Insurance

All Vendors - Farm, Processor, Prepared Food, and Craft, Sponsor and Community Booths - are required to obtain general liability insurance coverage of no less than \$1,000,000 per occurrence that names Tacoma Farmers Market and the Downtown Tacoma Partnership as additionally insured. A copy of your insurance policy must accompany your vendor application and be on file throughout the selling season. The Tacoma Farmers Market nor the Downtown Tacoma Partnership is not responsible for any loss or damage incurred or caused by vendors.

Logo Usage

Vendors wishing to use the Tacoma Farmers Market logos must explain how the logo will be used and request permission from the Operations Director.

Vendor Roster Publication

The Market supports an open policy in regard to publishing the vendor roster. The roster is posted on the TFM website and individual names are released upon inquiry by the press or potential customers.

Vendor's names and business information will be posted on the TFM website unless directed otherwise. Please let the market staff know if you do not want your business information publicly posted. The vendor roster will not be shared or sold by the TFM staff or Board members to prospective markets or competitors for the purpose of soliciting vendors.

Compliance, Monitoring, and Enforcement

Compliance

All rules of the market are enforced by the Executive Director, Operations Director, Market Manager, or other designee, who have ultimate on-site authority. Violation of TFM rules or federal, state, and local regulations applicable to market participation will put the vendor out of compliance and result in a range of consequences. The Executive Director or designee may find a vendor out of compliance both on-site during market days and off-site on non-market days. To address noncompliance, the Executive Director or designee may take any action deemed appropriate, including assessing fines or barring the vendor from setting up or selling at the market for that day and any future market days.

- Examples of on-site noncompliance:
 - Driving infractions
 - Unsafe product storage or handling
 - Unsatisfactory stall appearance or maintenance
 - Multiple customer complaints
 - Failing to bring appropriate tent weights to the market.
 - Consistently showing up late or consistent no-shows
 - Inability to follow set-up and tear-down guidelines.
 - Failing to pay appropriate stall fees or percentages.
 - Failing to fill out Formstack on market day.
 - Failing to follow COVID-19 guidelines.
- Examples of off-site noncompliance:
 - Failing to provide TFM with copies of mandatory licenses, permits, and insurance policies.
 - Failing to pay fines imposed due to noncompliance.
 - Failing to respond to a product challenge made by another vendor.

Monitoring

The rules and policies stated in these guidelines, the on-site compliance checklist, and any additional factors deemed relevant to TFM by the Executive Director or designee as well as applicable federal, state, and local regulations will be used to assess compliance. Violations not included in these guidelines, or the on-site vendor compliance checklist may also be assessed and recorded and lead to disciplinary action.

- The Executive Director or designee regularly evaluates vendors using the on-site vendor compliance checklist.
- The Executive Director or designee keeps records of off-site violations that may put a vendor out of compliance.
- Customer complaints will be forwarded to vendors and kept on file by TFM.
- The Executive Director or designee reserves the right to visit and inspect the farm or business of any vendor and to request any documents verifying business, gross receipts, or employee status.

Enforcement

- All market rules and guidelines are enforced by the Executive Director, Operations Director, Market Manager, or designee.
- The Executive Director or designee will contact the business owner to address the non-complying behavior and corresponding consequence.
- If a vendor is issued a fine due to non-compliance, vendor must pay the fine on the day issued or vendor will not be allowed to return to the market until the fee is paid.
- If a vendor does not abide by any of the rules of TFM, engages in any activity deemed to be harmful to TFM by the Executive Director or designee, or fails to comply with federal, state, and local regulations applicable to market participation, the Executive Director or designee may take any action deemed appropriate, including assessing fines or barring the vendor from selling at the market for that day and any future market days.
- The Executive Director or designee reserves the right to make exceptions to these TFM rules and guidelines at their discretion.

Remedying non-compliance

The Executive Director or designee will issue the vendor a verbal or written warning or notice of noncompliance. The vendor must correct the noncompliance **immediately or by the following week**, whichever the Executive Director or designee determines to be appropriate. If the situation has not been remedied in the timeline requested, by the following week at the latest, the following disciplinary actions may be taken:

- Vendor may lose reserved space.
- A vendor may be suspended from the market for a length of time to be determined by the Executive Director or designee and vendor will forfeit stall fee for the length of suspension, including if vendor pre-paid stall fee for the season.
- Vendor may be permanently removed from the market or all TFM markets and forfeit that days and future stall fees; it is at the discretion of the Executive Director whether vendor will be refunded pre-paid stall fees if permanently removed.
- Vendor may be issued a fine. If issued a fine due to noncompliance, the vendor must pay the fine on the day issued or 24 hours before setting up on their next market day.
- The application of fines, suspension from one or all markets, and expulsion from one or all markets can occur simultaneously while the vendor works to correct noncompliance.

TFM has worked with the vendor community and market staff to develop guidelines that ensure a safe and

successful market day for everyone. While other options and paths toward remedying noncompliance are available to TFM, violation of all rules described in this document are subject to the following fines and consequences unless otherwise noted or differently decided at the discretion of the Executive Director:

1. A first violation will result in a verbal warning.
2. A second violation will result in a written warning and a \$25 fine.
3. A third violation may result in the suspension or termination of the vendor's ability to sell at TFM markets, the suspension or expulsion of the vendor (owner and/or staff), and/or further fines.

Protocols for Vendor Grievances and Product Challenges

TFM management has created protocols and procedures that allow vendors to file complaints against other vendors, market staff, safety, or policies they think are out of compliance with market rules and policies. This helps TFM regulate food safety, products sold, operational safety, and market integrity.

To file a vendor concern or a product challenge, request a Vendor Concern Form or Vendor Challenge Form from your Market Manager at the information booth.

Grievance Procedures

1. Complaints or problems should be directed to the Market management in a timely manner that is not disruptive to the market.
2. Vendors who have concerns regarding other vendor compliance, market staff, safety, or policies should complete a concern form. Forms will be available at the TFM Information Booth. The Executive Director and/or Market Manager review each concern form and the concerned vendor will receive a written response from the staff within two weeks.
3. A vendor may appeal any decision of the staff concerning violation of these rules within 30 days. An appeal must be presented in writing to the Executive Director. A decision by the Executive Director shall be issued within 30 days of receipt and constitute a final and binding decision of any appeal.
4. In the event of a grievance against the gross misapplication of a TFM policy, procedure, rule, or action, or against gross negligence by market management, the aggrieved party must still file a concern form with the Executive Director. In the event that the aggrieved party and the Executive Director are unable to resolve the grievance, then the aggrieved party may file a concern form with the TFM Board of Directors within ten business days of a closed appeal. The Board will promptly circulate the written concern form to all Board members and shall either convene a meeting by phone, email, or in person, to address the grievance or shall address the grievance at the following regularly scheduled Board meeting. The aggrieved party will be allowed to make an oral presentation at this meeting not to exceed 15 minutes, as will one member of market management. Resolution will be determined by standard Board voting procedure and communicated by writing to the aggrieved party and market management within five business days of the Board meeting. The decision of the Board is final.
5. If a vendor initiates a legal action, arbitration, or other proceeding of any kind against TFM, the vendor's rights and privileges granted by TFM, including right to vend, will be automatically revoked until such proceeding has concluded. Upon conclusion, the vendor may reapply for TFM markets in the next application period.

Product Challenge

1. Product challenges may be made for misrepresentation of product by a vendor. Vendors can submit a written Product Challenge Form when they believe another vendor is misrepresenting his/her product. Request a Product Challenge Form from your Market Manager.

2. A product challenge must be signed by the person bringing the challenge and preferably be supported by physical evidence of the offence. The product challenge must be made on the day of, or within the week, the violation is observed. Challenges of wrongdoings on past occasions will not be accepted.
3. There is a \$50 filing fee, which can be shared by a group of vendors. This fee is returned to the challenger if the claim is verified.
4. The vendor receiving the product challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
5. The Executive Director or designee will conduct a farm site visit in a timely manner to make a determination on the product challenge. If Management deems it necessary, a third-party farm inspector will be employed.
6. Product challenge forms are available at the TFM information booth. A copy is also included in this handbook. Due to their sensitive nature, they must be returned directly to the Market Manager or Executive Director.
7. If the vendor is found in violation, the vendor may be fined, placed on probation, suspended, or evicted from the Market, at the discretion of the Executive Director.

Indemnity Agreement

Hold Harmless Clause

1. Vendor will indemnify and hold harmless TFM and its respective directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("Claims"), including Claims arising by reason of accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to Vendor's participation in the Market arising out of the setup, sale, or supply of any products presented at the Market by Vendor, or the acts or omission of Vendor or any of its employees or agents, except those Claims caused solely and directly by the negligence of TFM.
2. Vendor agrees to, and hereby assumes, all liabilities and responsibilities, financial and otherwise, for Vendor's participation in and with the Market. In consideration of the services rendered by TFM, Vendor waives any and all claims, actions, or demands of any nature, foreseen or unforeseen, that Vendor may have against TFM. This Agreement is personal to Vendor and Vendor may not assign this agreement or any of its rights or obligations, in part or in full. Any such assignment by Vendor will be null and void.
3. The validity, interpretation, and performance of this Agreement shall be governed by the laws of Washington, without regard to conflicts of laws principles.
4. Any proceeding to enforce this Agreement or enjoin its breach is to be brought against any of the parties in a court located in Pierce County, Washington, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.
5. In the event of any litigation or other proceeding arising hereunder or between the parties, the prevailing party shall be entitled to recover attorney fees and other costs, including costs of appeal. For purposes of this agreement, "prevailing party" means the party that prevails (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as reasonably determined by the arbitrator or court.

TOKEN PROGRAMS AND OTHER MARKET CURRENCY

The Market uses several alternative currency programs at its markets. These programs take extra staff and detailed attention to provide, but we believe they are essential to create greater access to our markets and to increase sales for market vendors.

Market Currency:

\$5 Tokens – Credit and Debit

There are no restrictions on what can be bought with the \$5 token. They should be treated just like a \$5 bill – give cash change. \$5 tokens do not expire.

We are phasing out our debit and credit token program and encourage all vendors to provide a point-of-sale system for their customers (e.g., Square). The market will continue to issue \$5 tokens to customers to serve as gift certificates and incentives.

\$1 & \$5 Tokens – Washington State Qwest/EBT/P-EBT/SNAP

WA Qwest card users receive their benefits electronically via an EBT card, which acts like a debit card. EBT shoppers can use their card in exchange for \$1 and \$5 tokens.

- **GOOD FOR:** most food items, including fruits, vegetables, meat, fish, poultry, dairy products, seeds, baked goods to be taken home and plants intended for growing food.
- **NOT GOOD FOR:** nonfood items (e.g., merchandise, handcrafted items), ready-to-eat foods, hot foods, alcohol, and flowers.
- **NO CHANGE** can be given back. The customer can add a product to bring the purchase up to the dollar amount. When possible, vendors are encouraged to modify purchases so that they total a whole dollar value.

\$1 & \$5 tokens cannot be given as change to a customer for any reason. Any misuse of the \$1 & \$5 tokens compromises our eligibility to accept WA Qwest card. We greatly value the opportunity to offer the WA Qwest service to our customers. Please help us maintain our eligibility by following these guidelines. Thank you!

\$1 SNAP Market Match bucks (formerly Fresh Bucks) - \$1 paper vouchers provided as a match to our EBT program

TFM can increase the purchasing power of our market shoppers who receive SNAP benefits.

- No change can be given back for SNAP Market Match vouchers.
- SNAP Market Match eligible foods include fruits, vegetables, mushrooms, herbs, and vegetable starts.
- Because of the SNAP Market Match program, customers may not bring unused EBT tokens back to the information booth to be refunded back to their EBT accounts.

\$2 tokens – Market Promotional Tokens

The Market provides \$2 promotional tokens for special events and promotions. Treat these as cash. Change can be given.

\$1 Apple-a-Day Tokens

TFM issues laminated paper tokens worth \$1 to youth aged 16 and under to encourage active participation in shopping for fresh fruits and vegetables. These tokens are for fruits and veggies only. No change permitted.

Reimbursement of tokens and vouchers.

- Vendors turn in tokens and the completed reconciliation form to the Market information booth at the end of each market. Vendors must also submit information through Formstack before leaving the marketplace.
- Please have tokens divided by \$1, \$2, and \$5 and have them counted before arriving at the information booth. A receipt for your records will be provided upon request.

- The Market Staff will reconcile vendor sales at the end of each market.
- **Tokens may not be used to pay fees.**
- Vendors will be reimbursed directly to their bank account through our ACH program. These payments are made weekly.
- Vendors who do not sign up for weekly ACH reimbursement deposits will be issued a reimbursement check at the beginning of each month.
- Questions regarding token reimbursement should be directed to the Market booth.

Farmers Market Nutrition Program

The FMNP is a state-administered federal nutrition program. FMNP funds go to low-income, nutritionally at-risk pregnant women and young children enrolled in the WIC program and to eligible low-income seniors enrolled in SFMNP. These federal funds will be distributed via cards with a QR code to scan specifically to purchase locally produced fresh fruit and vegetables directly from authorized farmers and at farm stands and farmers' markets. To accept WIC and Senior WIC you must become an FMNP-authorized farmer and post an FMNP sign at your booth at the market.

To become an FMNP-authorized farmer, you must own, lease, rent or sharecrop land to grow, cultivate or harvest crops on that land or grow fresh fruit, vegetables or cut herbs in Washington or a bordering county to sell at your farm stand or at a farmers' market. All farmers must fill out an application and sign an agreement with the Washington State Department of Health: visit www.doh.wa.gov for more information.

COMMUNITY GROUPS AND ORGANIZATIONS

Community groups and/or organizations requesting a \$50 stall reservation at the Tacoma Farmers Market must be a non-profit organization offering education regarding market-related and/or community services. Occasions may arise where it is suitable for other (for-profit) organizations to participate. Because space is limited, all organizations MUST follow all market rules, assign a volunteer to set up & tear down their own booth, and get written permission in advance, and those organizations must follow the instructions outlined below:

1. Complete our online Market Application and request market dates.
2. Community-Space reservations are in high demand and requests may be limited to one day per market, per season on a first come-first-serve basis. The Operations Director will determine availability as space permits and reserves the right to not guarantee space for any reason, he/she deems appropriate.
3. The requesting organization must provide and set up its own canopy, canopy weights, table, chairs, and weather protection. No microphones are permitted.
4. ***Nonprofit community organizations may choose to provide two volunteers to help during the setup and tear-down of the market on participating days. Those who do will receive a FREE booth for that day. Their volunteers must sign-in at the market information booth at a designated time to receive volunteer instructions.***
5. We would like to host a variety of groups with different focuses, but in the case, an organization may have multiple streams of focus we appreciate awareness around themes that

involve the preservation of farmland and supporting a sustainable local economy (i.e., curbing of suburban sprawl, buy local campaigns, and any number of community development themes). All organizations will be considered regardless of focus.

6. The Market encourages organizations led by people of color to apply for Community Spaces and prioritizes the inclusion of these groups in our markets.
7. Community space groups are subject to all Market Rules unless otherwise specified.
8. Community space groups **may not** provide candy, food, or beverages.
9. Community space groups must remain set up until market closure.
10. Community space is not designed to support for-profit organizations. If you are a for-profit business, then please consider becoming a Sponsor.

BUSKER, BALLOON ARTIST, ETC. RULES

TFM allows buskers, balloon artists, face painters, etc. at our markets in order to create a festive and friendly environment. However, we reserve the right to move or exclude these individuals at the Market Manager's discretion. Buskers should not set up near-paid musicians or disrupt paid performances in other ways. Buskers may be moved to a new location if requested by a vendor.

PETITIONING, PROTESTING, SIGNATURE-GATHERING, LEAFLETING POLICY

TFM believes in free speech and assembly rights and takes First Amendment protections and concerns into consideration in this policy. TFM also strives to make our markets safe and enjoyable in community and business spaces. Following the Washington State Farmers Market Association Policy Statement Regarding Expressive Activity, TFM observes the following guidelines:

- TFM reserves the right to take action to stop unprotected speech and regulate partly protected speech.
- Protected speech has a political, religious, philosophical, or another similar message. The law does not protect obscenity, fighting words, defamation, or true threats. Commercial speech is only partly protected.
- TFM will give notice to persons who violate market rules, request that conduct stop, and may ban a person from the market.
- TFM will not single out individuals or groups based on their messages, unless the speech is unprotected.
- TFM may contact law enforcement in the event of illegal activity.
- All persons at TFM markets must abide by criminal statutes, such as prohibitions on disorderly conduct, public nuisance, and littering.
- TFM will call the police at the discretion of the Operations Director and/or Executive Director.
- TFM reserves the right to discourage people from lingering too long in front of a particular vendor booth, from blocking the flow of traffic on the marketplace, and from preventing entrance or exit to the market.
- TFM encourages all market attendees to move throughout the market. This includes sign holders and signature gatherers.
- In the event a vendor is specifically targeted by persons exercising their First Amendment

rights, TFM will follow the above guidelines and will not ask individuals or groups to leave or stop because of their message or for the sole reason of protecting vendor sales.

- In the event of intentional or unintentional restriction of the flow of traffic in the market, TFM may limit signature gathering to a designated area within the market that will not unreasonably restrict someone's ability to gather signatures.

Please see tacomafarmersmarket.com for further information on the WSFMA Policy Statement Regarding Expressive Activity.

VENDOR AGREEMENT AND SIGNATURE PAGE

I have read and agree to abide by the TFM Market Rules & Guidelines.

Name: _____

Signature: _____

Company: _____

Date: _____



Vendor Challenge Form

Vendors can submit this challenge form when they believe another Vendor is misrepresenting their product. There is a \$50 filing fee (which can be shared by a group of Vendors). This fee is returned to the challenger(s) if the claim is verified. Please submit this form directly to market management on the market day or within a week of the market during which the alleged violation occurred. TFM will not reveal challenger(s)' identities to anyone.

Name of the vendor about whose product you are inquiring:

Specific product(s) about which you are inquiring:

Market date and approximate time at which the product is being sold:

Please state the specifics of the violation. Provide any evidence that supports your challenge.

Your name, business name, addresses and phone number.

Signed _____

Date _____

ForMarket Use Only: Notes:

Date Rec'd _____

By _____

Fee Rec'd _____