

EXHIBIT A

BEACON FARMERS MARKET 2019 MARKET VENDOR RULES

MARKET MISSION

The mission of the Beacon Farmers' Market is to feed and engage the Beacon community, support local farms and businesses, and create a more just food system.

Community

To create a welcoming, vibrant and inclusive community market and gathering space that contributes to the vitality of the City of Beacon

To offer enrichment programming related to fresh, healthy eating, farming, cooking, gardening, sustainable living and other related topics as well as showcasing Beacon art and music communities

To provide outreach opportunities for Beacon non-profit organizations and projects which complement the mission of the farmers' market

Local Farms and Businesses

To connect customers with local food and agricultural businesses in the mid-Hudson Valley region

To support farmers and working farmland in the Hudson Valley and surrounding agricultural communities

To encourage sustainable agricultural and business practices

Food Justice

To provide direct access to affordable, locally grown, fresh fruits and vegetables to people of all incomes and socio-economic backgrounds

To enable local farmers and business owners to earn their livelihood and receive fair compensation for their efforts

To work in partnership with the local network of food justice organizations to support and develop efforts to address hunger in our community

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The Beacon Farmers' Market is a DBA filed by Common Ground Farm, a 501(c)3 organization in Beacon. The market is separately governed by a working volunteer board (BFM Committee), and is operated by the Market Manager, Paloma Wake. Our market is run year round and the BFM Outdoor Market runs from May through November while the BFM Indoor Market runs from December through April.

Vendors agree to read these rules carefully before signing and agreeing their Vendor Agreement Forms. Failure to observe these rules may result in suspension or termination of Market privileges.

1. Vendor Applications

- A. Vendors are expected to submit an application prior to each Market term whether or not they have been Vendors in the past.
- B. The application deadline is March 31st, 2019 for the Outdoor market. There will be a separate deadline for the Indoor market.
- C. Acceptance of applications after these deadlines will be at the discretion of the Market Manager and BFM Committee.
- D. Value-added Vendors who provide a product that is not primarily agricultural in nature must submit samples of the products they wish to sell along with their application and explanations of where and how their products are sourced. Samples can be mailed to PO Box 148, Beacon NY 12508.
- E. Vendor applications will be reviewed by the Market Manager and BFM Committee. Vendors may participate in the BFM only at the invitation of Manager and Committee.
- F. There is no guarantee of any one vendor having exclusive coverage of any particular sector of the market or product type. Decisions regarding overlapping product will be made at the discretion of the Market Manager(s) and the BFM Committee with consideration for not having more product than our customer base can support.

2. Geographical Limits

- A. All agricultural products must be grown and/or processed within a 200-mile radius of Beacon, NY.
- B. All value-added vendor product offerings must contain a majority of agricultural product that was grown and/or processed within a 200-mile radius of Beacon, NY when possible. Exceptions may be made at the discretion of the Market Manager for climate/cost-prohibitive ingredients.
- C. All vendors must be based In New York state. Exceptions made only for vendors participating in the market prior

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to 2016 and when comparable vendors can not be found within New York.

3. Agricultural Merchandise

- A. All agricultural products must be grown or wild-gathered by the Farmer/Vendor and/or their assistants, unless pre-approved by the Market Manager and BFM Committee.
- B. There will be no reselling of produce or any agricultural products, unless pre-approved by the Market Manager and BFM Committee. Given the approval of the BFM Board, Ag-Vendors may re-sell produce from other farms within the region but no more than 20% of their produce on any given day may come from these sources. Anything sourced from other farms must be clearly labeled as such.

4. Products and Sales

- A. Vendors agree to sell primarily produce and products grown or produced on their farm or at their business. Vendors should list for public view any locally sourced ingredients if applicable.
- B. Products / produce from other farms / businesses or from outside the Hudson Valley cannot exceed 20% of what the vendor offers for sale and must be pre approved. Produce and products from locales other than the Vendor's farm or business must be clearly identified as such, and the names and locations of the makers of those products must be also listed.
- C. When circumstances such as severe weather eliminate availability of Hudson Valley produce, Vendors may substitute produce / products from other regions within New York State or from the next closest region and must identify the source of such offerings.
- D. The following food products can be sold at the market:
 - 1. Fresh foods such as fruits, vegetables, greens, meat, poultry, fish, seafood, eggs and mushrooms.
 - 2. Prepared foods such as dairy products and cheeses, baked goods, smoked meats and fish, pasta, soups, prepared meals, frozen desserts, relishes, salsa, sauces, dried foods, honey, maple syrup, pickles, juices, wines, beer, teas, ciders, herbs and herbal products.
 - 3. Specialty products such as plants, flowers, coffee, olive oil and refreshments as reviewed and approved by the Market Manager and BFM Committee.
 - 4. Sale of products not listed above: must be approved at least one week in advance by the Market Manager and BFM Committee.
- E. Vendors may not sell as a franchise or use franchise trademarks, logos, etc., at the market, unless approved by the Market Manager and BFM Committee. Vendors may not sell franchised products for other suppliers, unless approved.
- F. All products sold at the market must be of high quality. If the Market Manager(s) deem any product inferior in quality the Vendor agrees to withdraw the product immediately or sell for a discounted price.
- G. Radical price cutting of top quality produce is prohibited. Poor quality or overripe produce must be labeled as such and can be sold for a discounted price.
- H. Selling of dairy products, eggs, meats, canned goods, alcohol and other processed or potentially hazardous products must meet all legal requirements.
- I. Highly perishable foods, prepared foods and specialty products must be refrigerated / stored in compliance with all applicable laws.
- J. Vendors must offer customers at least two forms of payment options (e.g. cash and check, or cash and credit) that are clearly labeled as options.

5. Compliance

- A. Vendors must comply with all laws, ordinances, and regulations of the United States, State of New York, County of Dutchess, and City of Beacon and are responsible for doing so.
- B. Vendors must obtain all licenses or certifications so required, and these must be available for inspection at the market.
- C. Goods may be sold by weight, volume, container / package or count. All weights, measures, packaging and labeling must comply with all applicable laws. Vendors must be approved by the Dutchess County Sealer of Weights and Measures.

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6. Inspection

- A. All Vendors are subject to inspection by the Market Manager and BFM Committee for the sole purpose of confirming conformance with the Farmers' Market Vendor Rules and policies.
- B. Failure to submit to such an inspection can result in suspension of Vendor's Market approval.

7. Setup and Departure

- A. Vendors shall arrive at the market in time to set up and be ready for customers at opening time, 10 a.m. Market Manager will coordinate with each Vendor the exact time and arrival so that load-in can be efficiently managed. Late admittance will be at the discretion of the Market Manager who can be contacted via cellphone (**Paloma Wake 510.851.4865**) Vendors arriving late will be subject to a late fee of \$5 (first time), \$15 (second), \$30 (third), \$45 (final) at the discretion of the Market Manager, who can terminate the Vendor Agreement with approval by the BFM Board. Vendors may not sell any items prior to 9:45 am.
- B. BFM Vendors are to park only in the area specified by the Market Manager(s). Vendors with assigned spaces shall occupy only those spaces.
- C. Each vendor will display a sign stating the Vendor's/Farm name and the location of their farm or production facility.
- D. Prices for all items will be clearly displayed at all times either on a board or on individual items.
- E. Vendors must wait until closing time to start packing up their spaces and taking down their tents. Vendors may not sell any items after fifteen minutes past closing time.
- F. Vendors must remove unsold produce and clean up their spaces before leaving the market. A fine not to exceed \$25 may be imposed by the Market Manager(s) for violation of this rule. Please see section 9 for more information about our waste partner Zero to Go.
- G. Outdoor Market: Vendors must be clear of the site within an hour after the close of the Market unless other arrangements are discussed with and approved by the Market Manager(s). A fine of \$30 will be imposed for violation of this rule.
- H. Indoor Market: Vendors must be clear of the site within an hour after the close of the Market with no exceptions. A fine of up to \$100 will be imposed for violation of this rule by the American Legion Building Committee.
- I. No Vendor may leave their spot before the close of Market without explicit approval from the Market Manager.

8. Space Assignments

- A. On the application, vendors can submit their location preferences (general or specific) for consideration by the Market Manager. While all preferences will be considered, many factors are involved in location decisions and a preferred location cannot be guaranteed.
- B. Vendors will be assigned a space at the market by the Market Manager, and a location map will be sent out in advance of opening day.
- C. Vendors who wish to change location or size after locations are assigned must request a change by email to the **Market Manager (market@commongroundfarm.org.)** Changes cannot be guaranteed.
- D. Vendors can only request one change per market season.

9. Upkeep and Waste

- A. Vendors are responsible for keeping their area clean and neat at all times, and carrying out any large packaging used to deliver product. All Vendors are required to carry their own broom & pan and are required to thoroughly sweep their vending black-top area free of organic matter, paper and plastic debris at the end of the day.
- B. The market offers a Zero Waste Station, where we separate and dispose of recycling and compost in addition to landfill waste. At the start of each season, the market manager will meet with each vendor to discuss how to dispose of each part of their product packaging. Vendors are asked to communicate this, when possible, with their customers in order to streamline the trash disposal process.
- C. In our effort to reduce market landfill waste, certain packaging products are PROHIBITED at the market: styrofoam, mixed material products (such as paper-lined foil.) The market manager can offer alternative product suggestions upon request.
- D. Vendors may deposit their garbage from market day at the Zero Waste Station, but they must do so before Market ending time so that the market can close promptly. Vendors are asked to separate their recycling, compost and landfill waste at the station.

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10. Conduct

- A. Vendors must conduct themselves in a professional and courteous manner at all times. The Market Manager can require a Vendor or an employee of a Vendor to leave if their conduct is deemed to be inappropriate.
- B. The Beacon Farmers' Market maintains a smoke-free environment. Vendors who smoke can only do so in the parking areas.

11. Display and Signage

- A. All Vendors must keep their tent, merchandise, equipment, vehicles, displays and signage within the space assigned to them. Pedestrian flow cannot be impeded by the Vendor's setup. Vendors must set up their space in a manner that does not block the customers' view of or impede access to other Vendors in any way. Vendors must have a sign that prominently identifies the name of their farm/business and its location. Vendors are encouraged to list all products offered each week.
- B. Tents / canopies must be secured at all times. All Vendors are required to provide and use weights to insure tents cannot blow over. Buckets full of concrete and tied to tents are suggested. Buckets, sand bags or other methods, to be provided by the vendor, can be subject to inspection by the market manager.
- C. Signage: All Vendors must display at eye level a sign that states the name of the farm or business, and the location; this signage should be approximately 4.5 square feet, e.g. a 18"h x 36"w banner. All Vendors must also display items and prices. This may be on a separate board (like dry erase or chalkboard), or on the main banner, or labeled product groupings may be priced clearly for all shoppers to recognize.

12. Rents

- A. Market rent is \$35/week per tent for regularly scheduled vendors. Rents rise based on size of space needed for adequate display and/or vendor sales volume as determined by the BFM Board and Market Manager. A per season marketing fee of \$25 will also be collected with the first month's rent.
- B. Guest vendors and vendors participating less than once per month will pay \$40/ week per tent but will not be required to pay the per season marketing fee.
- C. Weekly and biweekly vendors who wish to prepay for the season will be subject to a discount of 5% for a seasonal (indoor or outdoor) commitment.
- D. All vendors will be required to submit a security deposit at the first market of the season. This deposit will consist of a check for one month's rent. If the vendor leaves the market prior to the end of the agreed-upon market season, the check will be cashed to cover market expenses until another vendor can be found to take their place. If the vendor remains in the market, the check will be voided at the end of the season.
- E. Monthly rents are due on the first Sunday of each month for the coming month.
- F. A late fine of \$15 will accrue for each week after the second Sunday that the rent is in arrears.
- G. By signing the contract to participate as a vendor, you are agreeing to attending the market from opening day until the closing market day unless otherwise agreed upon. Vendors will be held responsible for the rent for the entire season agreed to in the application. If a vendor must pull out of the market, the vendor will be held responsible for any further rents due until an appropriate replacement vendor can be found. This can be accepted in the case of extenuating circumstances that have been discussed with the Market Manager(s) and approved by the BFM Board.
- H. Bounced checks are subject to a \$30 fine to cover bank fees and administrative costs, in addition to the amount of the original check.

13. Insurance and Indemnity Agreements

- A. All vendors must carry General Liability Insurance in the sum of \$1,000,000.00 dollars each occurrence and \$2,000,000.00 annual aggregate.
- B. The Beacon Farmers' Market, and the City of Beacon must be named as an Additional Insured on this policy for the Outdoor Market. 2 copies of all insurance certificates for the Outdoor Market are due one week prior to the first market and must be submitted to the Market Manager who will coordinate on behalf of the City. Details for the Additional Insured on your COI:

Beacon Farmers' Market / Common Ground Farm
PO Box 148
Beacon, NY 12508

City of Beacon
1 Municipal Plaza
Beacon, NY 12508

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- C. The Beacon Farmers' Market, the City of Beacon, and the location host should be named as additionally insurance for the Indoor Market. 2 copies of all insurance certificates for the Indoor Market are due one week prior to the first indoor market and must be submitted to the Market Manager who will coordinate on behalf of the City and location host.
- D. Vendors cannot sell at the Market without insurance certificates on file and insurance must be kept current throughout the season.
- E. Vendors must sign and complete indemnity agreements for Common Ground Farm and the City of Beacon, and must provide 2 copies to the Market Manager.
- F. All insurance certificates and indemnity agreements must be received by the Market Manager one week prior to the first date of sale for each season and appearance at the Market.

14. Attendance

- A. By signing the contract to participate as a Vendor, you are agreeing to attending the market from opening day until the closing market day. Some start dates and end dates may be pre-qualified exceptions, due to the growing season. However, all market dates within your stated commitment in the application will be strictly adhered and rents will be due for.
- B. Vendor must notify the Market Manager by phone or email (**Paloma Wake 510.851.4865 or market@commongroundfarm.org**) if they are unable to attend a scheduled Sunday for illness or other extenuating circumstances. In the case of a planned absence for vacation or other reasons, vendors must notify the Market Manager two weeks in advance.
- C. Each vendor is allowed two penalty-free excused absences (planned or unplanned) for cause at the discretion of the Market Manager during each Market term.
- D. Failure to notify the market manager in a timely manner will result in an unexcused absence, which will count as one of the two allowed absences. After two unexcused absences, the vendor will be subject to review by committee, and may be asked to leave the market.
- E. Vendors will be responsible for rent on all the days they are scheduled to attend the market whether they appear there or not. If the vendor gives more than two weeks notice of an absence, and the market manager is able to find another vendor to take their spot, the market manager will not charge the vendor the normal rent.
- F. Rent will be considered in arrears if they are unpaid.

15. Market Cancellation

- A. In the case of an extreme weather warning, the Market Manager reserves the right to cancel the market, and will notify all vendors by cellphone as early as possible. In general, the market will run rain or shine.
- B. If the market is on, but a vendor chooses not to attend due to weather, this counts as one of their two excused absences, provided they notify the manager by phone or email in a timely manner.
- C. The market budget allows for two possible weather cancellations, and in the event of 1 or 2 cancellations, vendors will be refunded or credited their vendor fees. If there are more than two weather cancellations in a season, vendors will not be refunded or credited for rent. The market can accommodate a certain amount of uncertainty around weather, but we ask vendors to share the risk by agreeing to be responsible for rent in the case of more than 2 cancellations. This allows us to continue to operate with a reasonably secure market budget.

16. Enforcement and Violations

- A. Vendors who suspect that another vendor is violating any market rules should report the matter to the Market Manager. Vendors should not attempt to address violations themselves.
- B. The Market Manager will be responsible for researching reported violations and escalating discussion to the Market Committee if discussion is needed on how to best resolve an issue.
- C. Violations of any market rules will be dealt with by the Market Manager or, in the absence of the Market Manager, a designated officer from the BFM Committee. The Market Manager will give a verbal warning notice to the Vendor for an infraction of the rules.
- D. If a Vendor receives two verbal warnings, the Committee will convene, by email if necessary, to vote on the question of giving the Market Manager the power to expel the Vendor if a third violation of the rules occurs.

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17. Communication

- A. The Market Manager will be responsible for communicating any significant changes or news through email to Vendors.
- B. The Market Manager will be onsite during the market, and will be the first line of communication for any market issue or concern.
- C. Any Vendor who would like to address the BFM Committee may arrange with the Market Manager(s) to attend the next scheduled board meeting or may write a letter or email. Any vendor is welcome to speak to any Market Committee member at any time.

18. Solicitations

- A. The Market does not allow solicitation, entertainment, informational and advocacy activities, unless approved by the Market Manager(s) and BFM Board or as part of the scheduled BFM Programming. Vendors will be alerted about such activities and programming in advance.
- B. Vendors may not use their own space for advocacy or informational displays unless approved by the Market Manager(s) and BFM Board.

19. Pets

- A. Friendly pets on leash are allowed in the BFM Market area and in the parking areas during the Outdoor Market. All pets must be controlled and picked up after. The Market Manager(s) reserve the right to expel a patron who has an uncontrolled animal. Please notify the Market Manager(s) if any vendor notices such behavior.

20. Entertainment

- A. The Farmers' Market, in accordance to the license agreement with the City of Beacon, will not host any amplified music unless in collaboration with the neighboring Towne Crier Cafe. Exceptions made only for special events, such as opening day. Towne Crier will be notified of special events in advance.
- B. Non-amplified music is permitted and will be coordinated by the Market Manager.

21. Participation in WIC/SNAP/FMNP Programs

- A. The BFM is registered with the SNAP/EBT program to provide SNAP/EBT tokens and Fresh Connect checks for use throughout the entire market for eligible products.
- B. Vendors whose products are eligible for SNAP/EBT benefits will be required to accept these tokens and Fresh Connect checks as payment. This includes all vendors selling groceries, or food items intended to be brought home for consumption (except for alcohol.)
- C. Vendors whose products are eligible for WIC/FMNP vouchers will be required to accept these vouchers as payment. This includes fresh fruits and vegetables.
- D. Vendors must display signage given out by the market manager to indicate participation in these programs.
- E. Fresh fruit and vegetable vendors are required to participate in the market's Greens4Greens incentive program, which doubles the value of any SNAP/EBT tokens and/or WIC/FMNP vouchers. More information on this program is available at the market website (<http://www.beaconfarmersmarket.org/benefits.php>)
- F. Vendors whose products are eligible for EBT/SNAP and/or WIC/FMNP may be required to undergo additional training or certification prior to the first market in order to offer these benefits. This will be communicated in advance by the Market Manager.
- G. Vendors will submit tokens and Greens4Greens checks to the market manager for reimbursement on a weekly, monthly or less frequent basis as needed. When possible, the market manager will reimburse in cash; otherwise, a check will be issued at the end of each month for the monthly total. Fresh Connect checks and WIC/FMNP vouchers have a separate redemption process, and vendors are responsible for submitting checks and vouchers received. The market manager will provide vendors with information on the Fresh Connect, WIC and FMNP redemption processes, and will assist vendors with enrolling in these programs as needed.

22. Amendments

- A. These rules may be amended by a majority vote of the Committee.

***Your signature on the vendor application affirms that you have read and will abide by these rules.
Please keep a copy of the rules for your records.***