



**Mission**

The Persistent Local Market is an indoor local marketplace showcasing local producers and artisans, and a gathering space for our community. The goal is to strengthen our local economy through increase sales opportunities for local producers, and increased and ongoing engagement from community members.

**Persistent Local Market**

At The Showroom on Colville  
70 N. Colville St, Walla Walla, WA 99362  
Every Saturday from 10:00 AM - 2:00 PM  
Starting January 6th, 2023 - April 27th, 2023

Organized by Chesed Farms, with support from Downtown Walla Walla Foundation.

If you interested in participating as a vendor, please complete the following:

- Read the Vendor Agreement.
- Complete Vendor Application, and Event Hold Harmless Agreement and return to Sundown Hazen.
- Provide proof of Additional Insured.
- Pay Membership Fee (if you would like to be a member).



**Contact info**

Sundown Hazen  
Market Manager  
Chesed Farms  
2022 Wallula Ave.  
Walla Walla, WA 99362  
509-676-8196  
chesedfarms@gmail.com

## Vendor Application

Contact Name: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_

### Business Info

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City and Zip Code: \_\_\_\_\_  
 Website: \_\_\_\_\_  
 Facebook: \_\_\_\_\_  
 Instagram: \_\_\_\_\_  
 Other: \_\_\_\_\_

Product(s) Description:

### Market Information

Application Received Date: \_\_\_\_\_  
 Received by: \_\_\_\_\_

### Membership payment

Received Date: \_\_\_\_\_  
 Check #: \_\_\_\_\_  
 Cash: \_\_\_\_\_  
 Received by: \_\_\_\_\_

Additional Insured Received: \_\_\_\_\_

### Acceptance notification

Date: \_\_\_\_\_  
 Communication method: \_\_\_\_\_  
 Done by: \_\_\_\_\_

### Membership (select one, checks made out to Chesed Farms)

- Member - \$35 for the season, daily booth rate: \$20
- Non-member - no fee, daily booth rate: \$25

### Planned days of attendance

Mark an "X" in the box next to all the days you plan to attend.

January 6th	
January 13th	
January 20st	
January 27th	
February 3th	
February 10th	
February 17th	
February 24th	

March 2th	
March 9th	
March 16th	
March 23th	
March 30th	
April 6th	
April 13th	
April 20th	
April 27th	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Return completed pages 2 & 3 by the Wednesday before your first planned market.

Complete Required Health Permit Applications by the Tuesday before your first market.

**EVENT HOLD HARMLESS AGREEMENT  
DAVID THOMPSON PROPERTIES  
2024**

To the extent permitted by law, the \_\_\_\_\_ covenants to save and defend, keep harmless and indemnify **David Thompson Properties** and all of its agents from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charges, liability or exposure, however caused resulting from or arising out of or in any way connected with the **Short Term Events or Gatherings in the Showroom on Colville in Walla Walla, WA.** Tenant/Organization also agrees to remove all items and trash resulting from the Event or Gathering and leave the premises as found.

Any permits or protocol requirements for hosting the event or gathering is the sole responsibility of the Tenant/Organization.

The undersigned asserts that he/she is authorized to act on behalf of the represented organization.

Organization: \_\_\_\_\_

Name of Organization Official: \_\_\_\_\_

Title: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact e-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Application for exemption from permit

This application is based on WAC 246-215-08305 (Rules and Regulations of the State Board of Health for Food Service)

Office use only:  
 Approved  
 Denied  
 Plans and specifications requested

## Food items that may be exempted from permit:

- **Popcorn** (including kettle corn)
  - **Cotton candy**
- **Dried herbs and spices** (if processed in an approved facility)
- **Machine-crushed ice drinks** (if made with non-potentially hazardous ingredients and ice from an approved source)
- **Corn on the cob** (if roasted for immediate service)
- **Whole roasted peppers** (if roasted for immediate service)
- **Roasted nuts and peanuts** (including candy-coated)
- **Chocolate-dipped ice cream bars** (if made with commercially packaged ice cream bars)
- **Chocolate-dipped bananas** (if made with bananas peeled and frozen in an approved facility)
- **Sliced fruits and vegetables for sampling** (if used for individual samples of nonpotentially hazardous produce)

## Applicant and Event Information:

\_\_\_\_\_  
*Applicant Name* *Daytime Contact Phone*

\_\_\_\_\_  
*Business Name, if applicable* *Email Address*

\_\_\_\_\_  
*Mailing Address* *City, State, Zip*

\_\_\_\_\_  
*Event Location* *Date of Event*

## Food Items, check all that apply:

- |  |   |
|--|---|
| <input type="checkbox"/> Popcorn / Cotton candy                                      | <input type="checkbox"/> Pre-packaged ice cream bars                                |
| <input type="checkbox"/> Roasted nuts  | <input type="checkbox"/> Chocolate-dipped ice cream bars                            |
| <input type="checkbox"/> Herbs and spices  | <input type="checkbox"/> Chocolate-dipped bananas                                   |
| <input type="checkbox"/> Iced drinks*(only machine-crushed)                          | <input type="checkbox"/> Fruit and vegetable samples                                |
| <input type="checkbox"/> Corn on the cob / Whole peppers                             | <input type="checkbox"/> Individually wrapped non-potentially hazardous baked goods |
| <input type="checkbox"/> Non-potentially hazardous commercially pre-packaged product | <input type="checkbox"/> Other: _____   |

## Food Safety Requirements:

Food handlers are required to make sure that food safety rules are followed. Read the statements below and mark Yes (Y), No (N), or Not Applicable (N/A).

- |                          |                          |                          |  |
|--------------------------|--------------------------|--------------------------|--|
| Y                        | N                        | N/A                      |  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. At least one (if person in the establishment will have a valid <b>Washington State Food Worker Card</b> .   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. You will <b>enforce an illness and handwashing policy</b> and provide a handwashing facility during food preparation.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. You will provide <b>water, ice and food from approved sources</b> . Home storage or preparation is not allowed.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. You will use approved barriers including utensils, paper wraps, and gloves (which must be changed when contaminated, ripped, or after changing tasks) to <b>prevent bare hand contact</b> with all ready-to-eat foods.                          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. You will make sure that your employees have accessible restrooms. All <b>employees must wash their hands</b> after using the restroom.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. You will provide an adequate number of clean utensils or a 3 basin dish-wash facility. All <b>utensils will be washed</b> in hot, soapy water (basin 1), rinsed in clean water (basin 2), sanitized (basin 3), and <i>air dried</i> before use. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. You will store all food, ice and single-service products off the ground and <b>away from sources of contamination</b> . You will only use food-grade containers for food storage and transport.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. You will make sure <b>all food-contact surfaces are sanitized</b> prior to, and during, food preparation.   |

After receiving your application, an inspector will review your plan with you. You may be asked to provide additional information. Once the application is approved, NO changes may be made without approval from this department.



**Walla Walla**  
 County Department of  
 Community Health  
 314 W Main St  
 Walla Walla, WA 99362  
 Phone (509) 524-2650  
 Fax (509) 524-2677

\_\_\_\_\_  
*Signature of Applicant* *Date* *Signature of Regulatory Authority* *Date*



# WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Website: [https://www.co.walla-walla.wa.us/government/health\\_department/index.php](https://www.co.walla-walla.wa.us/government/health_department/index.php)

Email: [health@co.walla-walla.wa.us](mailto:health@co.walla-walla.wa.us)

314 West Main Street • P.O. Box 1753 • Walla Walla, WA 99362 • Main Telephone: (509) 524-2650 • Main Fax: (509) 524-2677

## RECURRING TEMPORARY FOOD SERVICE APPLICATION

### Vendor Information

Business Name: \_\_\_\_\_  
 Applicant Name: \_\_\_\_\_  
 Applicant Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### Event Information

Event Name: \_\_\_\_\_  
 Event Location: \_\_\_\_\_  
 Event Coordinator: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Event Start Date: \_\_\_\_\_ Event End Date: \_\_\_\_\_  
 Hours of Operation: \_\_\_\_\_

### Commissary Information

Name of Kitchen used for Food Preparation: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Name of Kitchen Operator/Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Facility Owner: \_\_\_\_\_  
 (Please Print Legibly) (signature) Date

**By signing this you agree to let your facility be used by the applicant for the times and activities mentioned below:**

List the items and/or activities that you will be conducting at the commissary (Storing foods, Cooking, Cutting Produce):

\_\_\_\_\_  
\_\_\_\_\_

Days of the week you have access to the facility: \_\_\_\_\_

What time during the day do you have access to the facility: \_\_\_\_\_

Do you have access to the facility at least 2 hours before the start of the event:  Yes  No

**When using a commissary all food items and equipment are expected to be at the commissary location at all times except for transport to and from the event you are participating in. The Walla Walla County Health Department (WWCHD) will be conducting random inspections of your commissary throughout the season to ensure compliance with WAC 246-215. If violations are discovered WWCHD will suspend your operating permit and require destruction of any unsafe, unknown, or adulterated foods.**

Applicant: \_\_\_\_\_  
 (Please Print Legibly) (Signature) (Date)

**Note: All applications need to be received 3 business days before the event to avoid a late fee**

Day of the event	Application due day & fee paid
Monday.....	Tuesday of Previous week
Tuesday.....	Wednesday of Previous week
Wednesday.....	Thursday of Previous week
Thursday.....	Friday before the event
Friday.....	Monday before the event
Saturday.....	Tuesday before the event
Sunday.....	Tuesday before the event

**\*Fee will be determined by WWCDCH and is based on menu and preparation:**

- Category 1 \$100.00
- Category 2 \$150.00

Late Fee: \_\_\_\_\_

Total Amount Owed: \_\_\_\_\_

Receipt Number: \_\_\_\_\_

Sanitarian Approval: \_\_\_\_\_ Date: \_\_\_\_\_



# WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Website: [https://www.co.walla-walla.wa.us/government/health\\_department/index.php](https://www.co.walla-walla.wa.us/government/health_department/index.php)

Email: [health@co.walla-walla.wa.us](mailto:health@co.walla-walla.wa.us)

314 West Main Street • P.O. Box 1753 • Walla Walla, WA 99362 • Main Telephone: (509) 524-2650 • Main Fax: (509) 524-2677

## TEMPORARY FOOD SERVICE APPLICATION

### Vendor Information

Business Name: \_\_\_\_\_  
 Applicant Name: \_\_\_\_\_  
 Applicant Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Individuals with a valid Food Worker Card, these people must be at the booth for the duration of the event:  
 Name: \_\_\_\_\_ Card Expiration Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Card Expiration Date: \_\_\_\_\_

### Event Information

Event Name: \_\_\_\_\_  
 Event Location: \_\_\_\_\_  
 Event Coordinator: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Event Start Date: \_\_\_\_\_ Event End Date: \_\_\_\_\_  
 Hours of Operation: \_\_\_\_\_

### Set up Information

Food will be served from: Approved Kitchen [  ] Mobile [  ] Booth/Temp. Structure [  ] Other: \_\_\_\_\_  
**Reminder: All Temporary Food Booths must be protected from the elements and have overhead protection, see Temporary Food Permit Requirements (pages 3-6 of application).**  
 Handwashing: Plumbed Sink [  ] Gravity Flow Dispenser [  ]  
 How will you prevent bare hand contact with ready to eat foods: Gloves [  ] Utensils [  ] Other: \_\_\_\_\_  
 Source of water supply to be used at site: \_\_\_\_\_  
 Wastewater disposal: Sewer [  ] Septic Tank [  ] Bucket [  ] Holding Tank [  ]  
 Do you have a metal stem thermometer for checking cooking temperatures, holding temperatures, etc.? \_\_\_\_\_  
 Sanitizing solution used: Bleach water [  ] Other: \_\_\_\_\_  
**Have you read and are you able to abide by the Temporary Food Service Permit Requirements** See Pages 3-6: Yes [  ] No [  ]  
 I hereby consent to inspections by the Walla Walla County Health Department and acknowledge that issuance & retention of this permit are contingent upon satisfactory compliance with local temporary food service requirements, a copy of which I have received  
**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Note: All applications need to be received 3 business days before the event to avoid a late fee**

Day of the event	Application due day & fee paid
Monday.....	Tuesday of Previous week
Tuesday.....	Wednesday of Previous week
Wednesday.....	Thursday of Previous week
Thursday.....	Friday before the event
Friday.....	Monday before the event
Saturday.....	Tuesday before the event
Sunday.....	Tuesday before the event

Category 1 Temporary Food Service Permit  
 \$35.00 base fee + \$10.00 per day # \_\_\_\_\_ days = \$ \_\_\_\_\_  
 Category 2 Temporary Food Service Permit  
 \$75.00 base fee + \$10.00 per day # \_\_\_\_\_ days = \$ \_\_\_\_\_  
 Sub-Total \$ \_\_\_\_\_

Sub-Total \$ \_\_\_\_\_  
 Discount -\$ \_\_\_\_\_  
 Late Fee \$ \_\_\_\_\_  
 Total Amount Owed \$ \_\_\_\_\_  
 Receipt # \_\_\_\_\_  
 Sanitarian Approval: \_\_\_\_\_ Date \_\_\_\_\_

**Only one Discount will be honored for each submission**  
 50% for Non Profit \$ \_\_\_\_\_  
 15% for Multi-event Submission \$ \_\_\_\_\_  
 75% for food establishments that have a current food Service permit with WWCDC \$ \_\_\_\_\_

## Social Media

Persistent Local Market has unique social media accounts for the purpose of promoting the events and all the vendors that participate. Chesed Farms will moderate and administer the accounts. However, your participation will increase the effectiveness of the platforms reaching more people, resulting in more customer traffic.



### Facebook

<https://www.facebook.com/persistentlocalmarket/>



### Instagram

<https://www.instagram.com/persistentlocalmarket/>  
@persistentlocalmarket

Like and share the pages. Events are created on the Facebook page for each of the market days. We strongly encourage every vendor to mark themselves as “going” to every day that they will be there. By marking yourself as “going” Facebook will automatically share the event with your Facebook friends. This is free advertising for the event.

As a vendor, you can add pictures and updates about your products in the events.

Please tag Persistent Local Market when you make posts on your account related to the market.

## Vendor Agreement

The Persistent Local Market (PLM) Rules may be modified at any time as determined by Chesed Farms. Vendors will be notified within two weeks of any rule change or modification via email.

The Persistent Local Market is a private farmers and artisan market, coordinated and managed by Chesed Farms (CF) with support from the Downtown Walla Walla Foundation (DWWF).

### VENDOR REQUIREMENTS

The Persistent Local Market is a PRODUCERS MARKET. The PLM was established to provide a space for local family farms to sell their produce and value added products directly to consumers, as well as creating a venue for selling locally processed foods and handmade crafts to the community. To uphold this vision, the PLM has established the following requirements:

In all cases, the vendor must be an active owner/operator of the business, including those selling Farm Fresh Products and Value Added Farm Foods. Under no circumstances are vendors allowed to operate under a franchise agreement.

Vendors are only allowed to sell products identified as “Products Allowed to be Sold at the PLM” as described in Section III. All other products will not be allowed.

The owner, designated partner, or manager of the business must be present at the market at least two (2) Markets per calendar month. When the owner, designated partner, or manager is not present, family members, partners, or employees may be sent to the Market in their place. All on-site representatives are responsible to know and comply with all market rules, policies and procedures and will be asked to sign a vendor agreement stating as such.

The vendor’s application for permission to sell at the Persistent Local Market shall state what is grown/processed or prepared by vendor, and what the vendor would like to sell at the Persistent Local Market. If the vendor wants to add new product to the market at any time after his/her permit is granted, then he/she must have any additions approved by the market manager 24 hours in advance of the market. In 2024, this would be 9:00am on Friday.

All vendors must have the legally required permits and licenses from the City of Walla Walla, Walla Walla County Health Dept., the Washington State Business Licensing



Service, Department of Revenue, Washington State Dept. of Agriculture, United States Department of Agriculture, and other agency that regulates your products or business. Vendors shall provide the manager with copies of any permits and licenses applicable to the sale of their products at the beginning of market season.

All vendors selling prepared foods and baked goods must have a current Walla Walla County Health Department Food Handler's Permit. The Health Department has specific guidelines and regulations that must be followed by vendors for all food demonstration and sampling. Please consult with the Health Department regarding these regulations.

All Farm Fresh Products, Value Added Farm Products and Processed Foods must meet all Washington State and Federal labeling requirements.

The PLM is a not a wholesale market or an outlet for culls or surplus produce. Produce with condition flaws may be sold, however they must be properly labeled.

All vendors are required to obtain commercial general liability insurance, with the Chesed Farms, LLC listed as the additional insured on the policy for \$1,000,000 per incident. See Addendum D for a list of local and national insurance vendors. Vendors agree to hold the Chesed Farms, DWWF, The Showroom at Colville, staff, or volunteers harmless for any damage or loss incurred by or to them (vendors) at the market. See Indemnification & Hold Harmless Agreement in application for more information.

The PLM reserves the right to prohibit any vendor from selling at the Persistent Local Market or any product from being sold.

## **PRODUCTS ALLOWED**

### **A. FARMER: Fresh Farm Products**

Includes fresh fruits and vegetables, herbs, nuts, honey, dairy products, eggs, poultry, mushrooms, meats and fish.

Included in this category are fresh flowers, nursery stock, plant starts and plants. The vendor must propagate all plants and flowers from seed, cuttings or plugs, bulbs or plant division. All finished products offered for sale must have been grown by the vendor. In certain situations, the Manager may allow products started by another party. Prior permission must be granted in advance of application and must have been under the vendor's control for a minimum of sixty (60) days.

All Fresh Farm Products must be grown or produced in Washington State or counties which border the state.

All Fresh Farm Products must be grown or produced by the vendor. Only Farmer vendors may sell Fresh Farm Products. Any vendor who sells Farm Fresh Produce that he or she did not grow or produce will be subject to discipline up to and including expulsion from the Market. This includes implicit claims and the absence of clear signage such that any shopper may construe a product as being grown by the vendor when it was acquired through trade, purchase or other means.

#### B. FARMER: Value Added Farm Foods

Fresh foods that have been prepared or processed to permanently change their state or enhance the value of the raw commodity, where the majority of ingredients are grown and produced by the vendor. Includes products such as preserves, jams and jellies, cider, syrups, salsas, smoked meats or fish, dried fruit, herbs, teas, flours, baked goods, salad dressings, oils, wine, beer (see addendum 1 to the Farmer/Processor application for wine & beer). Products in this category must have been cooked, canned, baked, preserved, dried, infused or otherwise treated by the vendor selling it or have been directly managed by the vendor.

Value Added Farm Foods must be produced by the vendor from raw ingredients. No commercially prepared dough mixes, crusts, shells, or fillings are allowed.

#### C. PROCESSOR: Processed Foods:

Processed Foods are similar to Value Added Farm Foods in every regard except that the vendor did not grow, produce, or raise the ingredients themselves. Ingredients were purchased from other sources. Processed Foods includes foods such as preserves, jams and jellies, cider, syrups, salsas, smoked meats or fish\*, dried fruit, herbs, teas, flours, baked goods, oils, and salad dressings. (\*In the case of fish and seafood, all products must originate from the greater Pacific Northwest, which includes Washington, Oregon, Alaska and British Columbia.)

Processed foods must be produced by the vendor from raw ingredients. No commercially prepared dough mixes, crusts, shells, or fillings are allowed.

It is expected that the vendor will use raw ingredients that are grown in Washington or bordering counties, as appropriate for the product, and whenever possible, source products from other vendors at the farmers market.

#### D. ARTISAN: Hand Crafted Products:

To enhance the overall experience of the PLM, fine craft and art media are accepted. Items accepted, but not limited to are: clay, fiber, furniture, glass, jewelry, leather, metal, paper, wood, original painting, drawing, photography, sculpture, fiber art, clothing, accessories, weaving, pottery, carvings, sculpture, woodwork, painting and drawing or other forms of illustration, fresh floral arrangements in which all components are grown by the vendor, dried flower arrangements, and mixed media works. Work must be original and executed or supervised by the accepted artist vendor.

Artisans and Crafters are persons who craft or create with their own hands the products they offer for sale. To qualify as an artisan or crafter, a majority of the tools and equipment used by the crafter to produce their products must require skills, personal handling and/or guidance by the crafter.

Crafters should incorporate materials produced in Washington as much as possible. Crafters must create their craft products in Washington, or in counties which border the State of Washington.

All new crafts will be subjected to a jury process, and crafters will be requested to submit a sample of their work for review. Review criteria considered are: craftsmanship, quality, percentage of raw materials used, percentage of product that is hand crafted versus non-handcrafted and originality.

#### E. PREPARED FOODS:

Allowed are freshly made foods available for sale and immediate consumption on-site. When selecting prepared food vendors, priority will be given to vendors preparing food from raw ingredients and using ingredients grown and/or produced in Washington State or bordering counties and by products procured from participating PLM vendors.

#### F. Miscellaneous:

Any vendor who does not fit into any of the above categories or standards. Examples would be health and wellness related activities (Acupuncture, Massage, etc) and non-profit and informational booths. Allowance for these booths will rest at the discretion of the Manager.

The PLM allows U-Pick/Resale on items that are not readily available at the market on a PRE-APPROVED basis only. This allows us to provide the widest selections and longest in-season period possible for market patrons. Requirements from Section A (above)

apply. Please note that this permission can change on a weekly basis depending on product availability.

When selecting between a Value Added Farm Food (foods grown and then processed by the grower) or Processed Food (foods processed but not grown by the processor) vendors, priority will be given to Value Added vendors.

## **MARKET OPERATIONS**

### **The Role of the Market Manager**

The Manager is responsible for maintaining the market as a safe, professional and cordial place for vendors and customers.

The Manager implements Market Rules and policies including overseeing market set-up, booth assignments, collection of fees, providing information on membership and market policies, and assuring vendor compliance with all market policies. The Manager will make booth assignment decisions based on available space in the market and the need for specific products.

The Manager is responsible for handling public concerns and vendor complaints. The Manager communicates regularly with the PLMAC and recommends changes to rules, policies and procedures as needed.

The Manager has complete authority to interpret and implement policy on the Market site, including the authority to rescind booth/stall space for just cause. The Manager has the authority to suspend temporarily, any market rule for the best advantage of the whole market.

### **Seasonal PLM Membership & Requirements**

Vendors who wish to join the market will pay an annual fee to become members of the PLM. Benefits include certain privileges as determined by the rules of the PLM.

## **MEMBERS**

Members receive a reduced daily stall fee, and a reserved table location. A completed application including all licenses and fees must be submitted to the PLM office on/or before January 3rd of the 2024 market year. Applications received after this date will be considered on a first come basis and needs of the market. There is one membership category:

Regular Vendor, \$35 annual fee

## NON-MEMBERS

Short term, intermittent or new vendors may participate in the market without being members. Non-profit/informational booths may participate in the market without becoming members, if space is available. Please contact the Manager for information/availability and fees.

## Daily Booth/Stall Fees/Sales Reporting

Member daily fee for each booth/stall is \$20.

Non-member daily fee is \$25.

Each vendor is responsible for paying the booth/stall fee to the market manager by the end of the market day. A form and envelope will be provided for this purpose. No vendor is allowed to set up on any subsequent market day without having paid the previous market day's fee.

Depending on location, market booth/stalls average 8 by 5 ft. These booth/ stalls are intended to accommodate one vendor's sales area. The vendor sales area (where your product is marketed) may not extend beyond the allotted boundaries of the booth/stall space. Displays and signs must allow clear visibility to adjoining booth/stalls. Display and selling techniques must not impair other vendors' ability to sell, nor create a hazardous situation for customers.

Some stalls have electricity available. There is an additional fee of \$5.00 per market day for use of electricity (typical service is a single outlet, 10amp, 110v). Contact the Manager well in advance if your electrical needs exceed a typical service.

You will be REQUIRED to report your gross market sales for each market day. This information is kept strictly confidential and is only reported as a combined total. Sales totals are due no later than Tuesday at noon of the previous market Saturday. Gross sales data and public reporting combined totals prove the PLM impact in the local food economy. Gross sales measures are critical to PLM becoming an official "farmer's market". No vendor is allowed to set up on any subsequent market day without reported the previous market day's fee.

## Additional Information for Reserved/Regular Vendors

Reserved/Regular Vendors who are unable to attend on a market day must contact the Manager 48 hours prior to market day. Vendors who do not call at least 24 hours before market day will be charged the minimum booth/stall fee for that market day. This fee must be paid before selling at the next scheduled market.

Reserved Vendors who arrive after 9:30 AM will forfeit their reserve space and will be considered on a first come basis with the Non-Reserved Vendors. If there are unavoidable extenuating circumstances, i.e. vehicle breakdown, traffic delays, please CALL the Market Manager on the promptly (509) 676-8196.

If you are a vendor that rents multiple spaces, any increase or decrease in number of stalls must be communicated to the Manager 48 hours prior to market day. Vendors who do not communicate the need for change will be charged for the additional space for that market day. This fee must be paid before selling at the next scheduled market. Reserved vendors who do not participate in at least 75% of monthly markets will forfeit their reserved space.

#### Regular and Non-Member Vendors

Regular and Non-Member Vendors will be admitted to the market on a first come basis and will be assigned a booth/stall as space and need permits. Walk-on vendors are not allowed. You must alert the PLM within 72 hours of your request to participate in the PLM. There will be no exceptions to this rule.

#### Market Participation and Booth/Stall Location Assignments

The Manager will give first priority to returning vendors who were in good standing the previous season and participated in the market either for a full season or half season (3 months).

The Manager will reassign booth/stall space to Reserve Vendors in good standing from year to year in their same location at the Managers discretion.

Permission to sell and booth/stall assignments are made based on the market's need to balance available produce with a well-rounded "market basket" for customers. The market strives to meet the needs of participating vendors without overloading the market with redundant products. That said, a diverse product mix brings in more consumers, and there should be no expectation of exclusivity by any vendor. Competition, based on what the market will bear, is encouraged and expected.

Regular and Non-member Vendors are assigned a booth/stall location at the discretion of the Manager. Week to week market assignment of regular and non-members are based on:

Available space in the market

The need for a specific product and the vendor's ability to produce

Number of booth/stalls required. The more space needed, the more difficult it may be to place a vendor.

Vendor performance at the market including:

Good product quality, display and signage

Ability to follow PLM rules and Manager's directions at market. (i.e. punctuality, clean up at end of day, prompt notification when canceling, etc.)

Market fees paid in full on time.

Efforts are made to satisfy vendor requests. Regular vendors get priority over non-members. Efforts are made to balance returning longtime vendors without closing the market to new vendors.

Vendor Vehicles and Loading/Unloading

Vendor booth/stalls and/or vehicles must not extend beyond allotted booth space. In order to provide adequate parking for customers, vendors must park at least two blocks away from the market site or at parking locations designated for vendors. A map will be made available to vendors. Vendors caught violating this policy will be subject to infraction including expulsion from the market. On time arrival and timely set up is critical for the overall function of the market. If for some unexpected reason you are going to be late, please call the Market Manager and let them know so they can accommodate you. Anyone more than 30 minutes late should not expect to set up on that market day. Vendors who are habitually late ultimately risk expulsion from the market. See section below on Monitoring and Enforcement of Market Rules.

Selling Time

The market runs from 10:00am to 2:00pm on Saturdays. Vendors are required to stay until closing unless they have received prior permission from the market manager to leave early. Vendors who sell-out early MUST post a sign letting customers know they have sold out and should not leave their possessions unattended. Vendors should load up unsold merchandise; clean area/booth/stall used, and vacate the Farmers Market site no later than one hour after the Market is closed. Any exceptions must be approved the Manager.

### Booth/Stall Clean-up

Vendors are required to maintain their individual selling space in a clean, safe, and sanitary manner. Each vendor is responsible for keeping his/her booth space and display fixtures clean during the Market and for complete clean-up of their space at the close of the market. This includes hauling away any trash that is generated in or around the booth and sweeping up any product debris left on the ground. A \$25 fine will be assessed on booths not left clean. Vendors are not permitted to dispose of produce waste, overripe or leftover produce or boxes in any on-site garbage cans. Vendors should bring their own brooms and dustpans. The market will have two trashcans located by the north and east doors.

### Safety

Tables must have smooth edges and remain stable when loaded with produce or product. Booth display must not obstruct traffic flow and care must be taken when setting up or taking down displays.

### Children

Vendors need to keep a watchful eye on their children at all times during the market day. Set-up time can be an especially dangerous time for unattended children. Small children should not be allowed to wander the grounds without a parent or guardian with them. The Market cannot take responsibility for their safety or whereabouts.

### Courtesy/Conduct

Vendors and their representatives are expected to conduct themselves in a safe and courteous manner at the market. Any language, behavior or conduct considered to be harmful to the normal operation of the market will be grounds for termination of vendor's permission to sell. This includes activities on social media. You should use social media tools in a way that will maintain the brand identity, integrity, and reputation of the PLM and your business. If you speak about the PLM online, do not be discourteous or disrespectful. Please address any issues with the manager. Smoking is not allowed in the vendor sales areas. Illicit activities that take place at the market or any other market will be grounds for immediate expulsion from the PLM.

### Business/Location Signage



All vendors must post a sign identifying the name of the business represented and where it is located. Signs or banners should have an area of 3 to 12 square feet and not obstruct vision to neighboring vendors. If you choose to have an A-Frame sign, it must be within the confines of your allotted space.

### Price Signage

Produce and other allowable market products should be clearly marked with their price. This can be done by individually tagging each item with a sign or by listing all produce and prices on a large sign or marker board.

### Scales

Vendors selling produce by weight must provide their own scales. Scales must be “legal for trade” and are subject to inspection by the Dept. of Agriculture - Weights and Measures Program. Scale licenses must be submitted with application.

### No Soliciting

The Chesed Farms, DWWF, and the PLM respect the First Amendment Rights of any individual or organization. With that, there will be no open soliciting by any political, commercial, special cause groups, petition signature gatherers or individuals within the market boundaries during market hours. A specified location will be made available for the previously mentioned groups which will allow ample contact with the public while respecting the privacy of market patrons and vendors and provide a positive experience while at the market. If you witness this kind of activity outside of the allotted area, please alert the Manager immediately. Our mission is to assist our vendors with the right to commerce and any activist engagement or commercial endeavor that inhibits our vendors from conducting regular business will not be tolerated.

### Organic Products

If a product is labeled “organic,” it must be certified as required by Federal Law. For those with produce sales under \$5,000 seeking exemption from certification, a notarized affidavit attesting to how organic procedures are followed must be filed with the market manager each year. Consumer queries regarding farming practices must be answered factually. Verbal or written declarations of organic status not certified or verified will result in expulsion from the market. When an organic producer is also selling

non-organic produce at the same stand, the non-organic produce must be clearly separated from the organic produce and clearly labeled as non-organic or conventionally grown.

#### Production and Product Claims

The market strongly discourages the use of any production or product claims that cannot be independently verified. This includes terms such as: Unsprayed, Pesticide-Free or Low Spray. Consumer queries regarding farming practices must be answered factually. If a vendor is found to be out of compliance, additional steps or an affidavit may be required to remedy the situation.

#### Taxes

Retail sales taxes, Business & Occupation taxes and all other business taxes are the responsibility of the vendor.

#### Licenses and Permits

Vendors must have a Washington State Master Business License Number and provide an active and open UBI number to sell at the Persistent Local Market.

Vendors selling produce by weight or measure must have a Specialty License for “Weighing and Measuring Devices” also known as a scale license.

Vendors are responsible for having the legally required licenses or permits to sell each of their products. This may include a application a Washington State Nursery License, Washington State Dept. of Agriculture Food Processors License, Egg license, Grade “A” Dairy Permits, Pesticide Applicator’s License or Department of Fisheries Wholesale License. When applicable, sellers of plants, bulbs or seeds for planting must have a Nursery License, available from the Washington State Department of Agriculture.

All vendors shall provide at the time of application, copies of any licenses and permits applicable to the sale of their products. If a vendor’s required licenses and permits are missing or out of date, he/she will not be allowed to sell at the PLM. If licenses or permits expire mid-season, the vendor must provide the Manager with the updated license/permit.

#### Other

The PLM is not responsible for loss of property or damage.

There shall be no discrimination according to race, color, creed, sex, religion, sexual orientation, age, or nationality.

The market is not a forum for political or religious groups.

## VENDOR RULE COMPLIANCE

### On-Site Vendor Compliance Checklist

On market day, use this checklist to help remind you of some of the basic market operation rules and policies. All rules previously listed also apply.

Vendor sets up where assigned

Vendor unloads and removes vehicle before 9:00 am

Vendor parks 2 blocks away from market to allow adequate parking for customers

Vendor returns vehicle and loads after 2:15 pm but before 3:00 pm

Vendor does not leave booth unattended

Vendor maintains booth space in safe, clean and sanitary manner and keeps products and displays within booth confines

Children are supervised

Signage with the name and location of the business is clear and visible

All product prices are posted

Product claims are truthful/verified

Any scales used are “legal for trade”

Vendor conducts themselves in a courteous manner, including not smoking

### Compliance Monitoring

The Manager frequently monitors market activity to ensure that vendors are complying with the rules.

For “At-market” compliance, the Manager uses a form that mirrors the vendor compliance checklist.

The Manager also keeps records of “Non-market” violations (customer complaints, late payment of fees, expired licenses etc.) that will put a vendor out of compliance.

### Rules Enforcement

All rules of the market are enforced by the Manager or his or her designee, who has ultimate on-site authority. Complaints or problems should be directed to the Manager in a written and timely manner.

The Manager or designee will regularly evaluate vendors using the on-site vendor compliance checklist. The Manager or his/her designee will indicate any violation(s) on the form with the compliance actions noted, and then both the Manager and the vendor's on-site sales personnel will sign and date the form. A copy of the form will be mailed to the vendor.

Violations not included in the on-site vendor compliance checklist may lead to other disciplinary action.

Customer complaints will be forwarded to vendors and kept on file. Complaints may result in disciplinary action including removal from the market.

Market management reserves the right to make exceptions to the PLM rules and guidelines for the benefit of the market as a whole.

#### Failure to Comply With Rules

Disciplinary action may take the form of a verbal warning or a written notice of non-compliance that may include a fine. Further non-compliance may lead to probation, suspension or termination.

If a vendor does not abide by the rules of the PLM or comply with federal, state, and local regulations applicable to market participation, the Manager 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.

#### Enforcement Sequence

Verbal warning.

Written warning of non-compliance (may include fines as established by the PLM).

After two written warnings, the PLM will consider and may administer appropriate sanctions including:

Probation (written notice that any further violation will lead to suspension)

Suspension (not allowed to do business at the market for a specified period of time)

Termination (not allowed to do business at the market ever again).

The enforcement sequence may be altered or shortened in the event of actions that place other vendors or shoppers at risk, or represent violations of laws and regulations.

The application of fines, probation and suspension may occur simultaneously while the vendor works to correct a specific or combination of non-compliance actions.

#### Vendor Response to Enforcement

The vendor must correct the verbal warning or notice of non-compliance immediately or by the following week, whichever is most appropriate. If the situation has not been remedied by the following week, the following disciplinary actions may be taken:

Vendor may lose reserved space privilege.

Vendor may be suspended from the market for a week and forfeit their stall fee.

Vendor may be issued a fine.

If a vendor is issued a fine due to non-compliance, the vendor must pay the fine promptly; preferably on the day issued or absolutely 48 hours before setting up on their next market day.

If the vendor feels that a notice of non-compliance is unwarranted, they may file a written complaint with the PLM by filling out the Vendor Concern form and mailing (or emailing) it to CF. The vendor is still required to pay fines and come into compliance to the best of their abilities during the appeal process.

#### Protocols for Vendor Grievances and Product Challenges

PLM has created protocols and procedures that allow vendors to report concerns against other vendors whom they think are out of compliance with market rules and policies. Vendors may also file concerns or suggestions regarding the Market Manager, or make suggestions for improvements that affect the market as a whole.

To file a vendor concern, suggestion or product challenge, use the Vendor Concern Form or Vendor Challenge Form. No grievances, complaints or challenges will be handled verbally or during market operating hours under any circumstance.

#### Grievance procedures

Complaints or problems should first be directed to Manager in a timely manner that is not disruptive to the market.

Vendors who have concerns regarding other vendor compliance, market staff, safety, or policies should complete a Vendor Concern Form. Forms will be available at the PLM Information Booth. The PLM will review each concern form and the concerned vendor will receive a specific written response within two weeks.

A vendor may appeal any decision of the Manager concerning violation of market rules within 30 days. An appeal must be presented in writing to the PLM. A decision by the PLM shall be issued within 30 days of receipt and constitute a final and binding decision.

### Product Challenge

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.

A product challenge must be signed by the person bringing the challenge and preferably be supported by physical evidence of the offense. The product challenge must be made on the day of, or within the week, the violation is observed. Challenges alleging wrongdoings on past occasions will not be accepted.

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.

The Market Manager and the PLMAC will conduct a farm site visit in a timely manner to make a determination on the product challenge. If Market Management deems it necessary, a third party farm inspector will be employed.

Product challenge forms are available at the PLM Information Booth. Because of their sensitive nature, they must be returned directly to the Manager.

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 Manager and PLM.