

2023 Handbook



P.O. Box 951, Bremerton, WA 98337

Manager@BremertonCommunityFarmersMarket.com

www.BremertonCommunityFarmersMarket.com

About Us

Religious or Political groups

MARKET RULES

WHO CAN BE A VENDOR?

Farmer

Produce Reseller

Food & Beverage Processor

Prepared Food Vendor

Artisan/Crafter/Artist

Community Booth

WHO CAN'T BE A VENDOR?

GENERAL VENDOR REQUIREMENTS and INFORMATION

Quality Products

Taxes

Insurance

Permits, Licenses, and Endorsements

Scales

Organic

Growing Methods and Farming Practices

Labeling

Farmers and Produce Resellers

Processed Foods

Reselling

Farm Visit

Canopies, Tables, Overhead Shades, Displays

Sharing Booth Space

Market Currencies

Market Tokens

SNAP Tokens

SNAP Market Match

VENDOR SPECIFIC REQUIREMENTS

Processed Food Vendors

[Bakers](#)

[Alcohol Producers](#)

[Prepared Food Vendor](#)

[Utensils, Condiments, and Straws](#)

[Trash and Food Waste](#)

[Handwashing Station](#)

[Safety](#)

[Artisans/Crafters/Artists](#)

[Selection Process](#)

[Copyright & Trademarked Logos](#)

[Youth Vendors](#)

[SHOULD I BE A MEMBER?](#)

[Market Fee Schedule](#)

[HOW DO WE CHOOSE VENDORS?](#)

[Determination of Participation](#)

[MARKET DAY PROCEDURES](#)

[Arrival](#)

[Departure](#)

[Requesting and Canceling Stall Space](#)

[CODE OF CONDUCT/ CORRECTIVE ACTION](#)

[Code of Conduct](#)

[Corrective Action](#)

[COMPLAINT PROCEDURE](#)

[Photo Release](#)

[Release of Liability & Indemnification Agreement](#)

About Us

Mission

Our mission is to operate a community-supported Farmers Market that provides viable economic outlets for farmers and producers, access to locally crafted and farm-fresh products, quality food access for low-income families, and education concerning food and sustainable agriculture.

The Bremerton Community Farmers Market (BCFM) is a member of the Washington State Farmers Market Association (WSFMA) and the national Farmers Market Coalition (FMC). We adhere to the WSFMA Roots Guidelines to run our Market.

Market Location and Time

The Market is located in Evergreen Rotary Park, near the corner of Sheldon Blvd. and Park Ave. The Market is held each Thursday starting **Thursday May 11 through October 12, 2023**, rain or shine. Summer hours are 4:00 P.M. to 7:00 P.M. and fall hours, beginning the 3rd Thursday of September, are 3:30 P.M. to 6:30 P.M.

Guiding Principles

- Prioritize, in all decision-making, the interests of local, sustainable agriculture.
- Provide an accessible, profitable venue for small-scale businesses that produce and distribute their products locally.
- Present a diversity of local Vendors with high quality, handmade products in a vibrant Marketplace.
- Encourage environmentally, economically, and socially sustainable practices in all organizational and Vendor operations.
- Foster member involvement in the organization.
- Create an environment for our community to gather and participate in local culture and commerce, regardless of race, gender, religion, nationality, or sexual preference.
- Be a resource to other agencies serving farmers in Kitsap County, Washington.

Religious or Political groups

The purpose of a Farmers Market is to connect and unite patrons of varying political and religious beliefs with local farmers and craftspeople. As such, all materials, displays, and activities with religious or partisan political content are forbidden within the Market. This includes, but is not limited to: political campaigning, signage, passing out leaflets, music, and signature gathering.

Market Operations

Market operations are managed by a Market Manager, Assistant Manager and volunteers. The Market Manager has the responsibility of interpreting and enforcing BCFM Rules and Policies adopted by the BCFM Board and has the authority to grant exceptions on a case-by-case basis. Decisions of the Market Manager may be appealed to the BCFM Board.

Market Board of Directors

The Bremerton Community Farmers Market Board oversees all rules, policies, grievance procedures, and other issues concerning Vendors at the Market. Any comments filed with the Board will be handled according to our Complaint Procedure guidelines. The BCFM Board of Directors (BCFM Board) is responsible for providing guidance, oversight and direction to the Market as needed.

MARKET RULES

- There will be no discrimination according to race, color, creed, sex, religion, sexual orientation, age, or nationality.
- No skateboards, rollerblades, in-line skates, or bicycles are allowed in the Market footprint.
- Vendors will be neat, suitably dressed, and deal with the public and fellow Vendors in a courteous and appropriate manner.
- All Vendors shall post a sign identifying the name of the farm/business represented.
- Produce and other allowable Market products shall be clearly marked with their price.
- Vendors will display their products neatly and attractively, with consideration for other Vendors and the general public.
- Vendors are responsible for their own stalls and must leave their site clean and in a condition suitable to the Market Manager and property owner. Each member will remove containers, waste, and trimmings before leaving the Market.
- Vendors are required to provide a large trash receptacle for their use and for the use of their customers with off-site disposal at the end of the Market. They can also provide recycling and/or composting options at their discretion
- Customers' dogs will be allowed at the Market. All dogs must be leashed and under the customer's control. Cleanup materials will be available. Vendors are **not** to bring pets.
- Vendors will in no way cause detriment to other Vendors.
- Hawking and false advertising is forbidden.
- Space dimensions must be respected. Do not block the view of other Vendors or the flow of traffic or encroach on areas assigned to other Vendors.

- Consumption of alcohol at the Market is prohibited, except in specifically designated areas.
- Controlled substances are strictly prohibited at the Market.
- **NO SMOKING.** Smoking is not allowed at the Market.
- The BCFM is not responsible for loss of property or damage.
- At the discretion of the Market Manager, the Market can be canceled or suspended due to health or safety issues outside of the control of the Market.
- Minors under the age of 16 shall not be left in the Vendor's booth unsupervised by an adult.
- Vendors are responsible for ensuring that all employees are given a copy of our rules. A fine of \$10 for first infraction will be given if rules are not followed. Amount of fine doubles for subsequent infractions. (eg: \$20 for second, \$40 for third.)
- Vendor participation in the Market may be revoked if continual corrective actions are needed.

WHO CAN BE A VENDOR?

Farmer

One who sells produce, plants, botanicals, honey, meat, or seafood which they grow or harvest on land they own, lease, or rent, in the State of Washington.

The definition of Farmer may also include someone who processes produce, fruit, berries, botanicals, meats, honey, etc., which is grown, raised, or harvested on their own, leased or rented property, in the State of Washington or border counties and then turned into a value-added product(s) such as jams, cider, salsa, vinegar, alcoholic beverages, essential oils or any other botanical use. It may also include Farmers who raise the basic ingredient(s) of a product, but who must send it out for fundamental processing, within Washington State, before creating the value-added product. Such Vendors might include those Farmers selling certain essential oils, smoked meats or fish, etc. This excludes Product Resellers or those who might work on, or manage a corporately owned farm and have permission to dispose of surplus product.

Produce Reseller

One who buys produce from farmers in Washington State, transports it to BCFM, and resells it to the consumer. **Produce Resellers** are sellers of crops that cannot be grown reliably or are not offered for sale in sufficient quantities by **Farmers** selling at the BCFM Market as determined by the Market Manager. Resellers are to be the **ONLY** stop between grower and consumer. Produce being resold must not come from shippers, warehouses, jobbers, or wholesale distributors.

Food & Beverage Processor

One who sells foods that they have personally prepared or processed on property that they own, lease, or rent in the State of Washington. Food & Beverage Processors are not permitted to resell products, with the exception of water.

Processors are also persons offering fresh food products (such as meats, seafood, ciders, wines, baked goods, jams, nuts, etc.) that have added value to their product through some sort of “hands-on” processing (e.g., hand-filleted fish, smoked or butchered meats, handmade candies/nuts, etc.), but have not raised the ingredients themselves.

Prepared Food Vendor

Prepared Food Vendors (concessionaires) offer freshly made foods, available for sale and immediate consumption on-site at WSFMA Member Markets.

Artisan/Crafter/Artist

One who creates with their own hands the products they offer for sale at BCFM. To qualify as an Artisan/Crafter/Artist a majority of the tools and equipment used to produce their products must require skill, personal handling, and/or manipulation.

Community Booth

Limited space will be available to local non-profit or community-based organizations. Priority will be given to Kitsap-based organizations. If the organization wishes to sell a product or fundraise, the standard Vendor fee will apply. Contact the Market Manager for more details.

WHO CAN'T BE A VENDOR?

- Vendors who sell commercial or imported goods.
- Vendors of second-hand goods.
- Franchises or non-owner-operated businesses
- Out of state businesses

GENERAL VENDOR REQUIREMENTS and INFORMATION

Quality Products

Vendors agree to sell products of good quality. The Market Manager will not permit spoiled produce, diseased plants or shoddily made articles to be sold. Vendors are expected to bring the highest quality of produce and products to Market. Vendors are responsible for the safety of their food and cannot sell adulterated food. Foods that require special considerations (such as elderberries, mushrooms that must be cooked,

parts of plants that are toxic) must have appropriate signage, and/or the seller MUST verbally inform all customers of these considerations. Low quality, under/overripe, or otherwise inferior products are noticed by consumers and media, and seriously undermine the BCFM's efforts to bring shoppers to the farmers Market. Quality, fresh produce must be consistently and reliably available to the public in order for farmers Markets to maintain or expand their place in local food systems.

Taxes

Retail sales taxes are the responsibility of the individual Vendor. All Vendors are required by law to have a Washington State UBI Number and must supply this number when an application is submitted to sell at the Market. **Please Note: Vendor applications will not be processed without a UBI number.**

Insurance

- **Auto:** All Vendors must show proof of current automobile insurance for on-site vehicles, and provide the BCFM with policy numbers, which will be kept on file.
- **Liability:** All Vendors must provide Product Liability and General Liability Insurance in the amount of \$1,000,000, name Bremerton Community Farmers Market as additionally insured, and furnish a copy of the Certificate of Insurance to BCFM at time of application.

Permits, Licenses, and Endorsements

At the time of application, all Vendors shall provide copies of any permits and licenses applicable to the sale of their products. **It is the Vendor's responsibility to be aware of all regulations pertaining to their product.** These permits and licenses must include the Vendor's Washington State UBI number and may include one or more of the following:

- Washington State Nursery License (*Sellers of plants, bulbs, or seeds for planting*)
- WSDA Egg Handlers Permit & WSDA Labels (*Sellers of eggs*)
- Certification of Organically Grown Produce
- Grade A Dairy Permits, WSDA Milk Producers License, WSDA Milk Processing Plant License
- Pesticide Applicators License
- Washington Dept of Fish & Wildlife Wholesale Fish Dealer License or Direct Retail Endorsement License
- WSDA Food Processors License
- WSDA Cottage Food Operation Permit
- Kitsap County Temporary Food Establishment Permit
- Washington State Department of Health Food Workers Permit
- Registered Scale Endorsement (if weighing produce)

Food Workers Permit

All prepared foods and baked goods Vendors must have a current Washington State Health Department Food Workers Permit.

Scales

Scales must be certified annually by the WA State Department of Agriculture, Weights and Measures Division, and in working order. The Vendor must have this endorsement in order to use a scale. Both an endorsement on the business license as well as an inspection sticker on the scale is required in order to use the scale.

Organic

If a product is labeled “organic” it must be certified as required by Washington State Law. Producers who use organic methods with \$5,000 or less in gross annual sales may use the term “organic” (Note: These producers may not use the term “certified” or “USDA”). Violations will result in the termination of the Vendor’s permit to sell. If an organic producer is also selling non-certified organic produce at the same stand, the non-organic produce must be physically separated from the organic produce and clearly labeled as to the growing method.

Growing Methods and Farming Practices

Growing methods must be clearly understood by all resellers and farm booth workers and queries regarding farming practices must be answered openly and honestly. Farmers shall use only products approved by local, state, and federal agencies for the use in the production of edible products for consumer consumption.

Labeling

Farmers and Produce Resellers

Vendors of farm goods are encouraged to clearly label all products grown with corresponding growing methods including, but not limited to: unsprayed, pesticide-free, low-spray, IPM, conventional, etc.

Farmers and Produce Resellers must label their products as being resold if they are not selling products that they have grown, raised, or harvested themselves on property that they own, lease, or rent.

Per The Food Safety Modernization Act of 2011, Farmers are required to prominently and conspicuously display at their point of purchase, the name and complete business address of the farm where the produce was grown. This includes all resold produce.

Processed Foods

Processed foods, including honey, have Washington State labeling requirements. Labels on processed foods must meet Washington State requirements and include:

- The name of the product
- Company name
- Address
- Net weight on bottom 1/3 of label
- Ingredients listed in decreasing order of predominance.

Packaging

Vendors are encouraged to reduce waste from packaging. All Vendors are subject to Washington State's Bag Requirements. For further information please refer to the [Washington State Department of Ecology page](#).

Sampling

Kitsap County Health District regulations do permit giving out samples of fruit or products. At least one person in each stall must have a posted Washington State Department of Health Food Workers Permit and Vendor must have a handwashing station in their stall. If you plan to allow customers to sample your product, consult with the Health District for the details of these regulations.

Reselling

Reselling is not allowed at the BCFM, with the exception of produce and water.

Farm Visit

All farmers and produce resellers are subject to an inspection by a Market representative or proxy within the WSFMA member Market association.

Canopies, Tables, Overhead Shades, Displays

Displays, Canopies, and Overhead Shades are optional and can be used at the discretion of the Vendor. They must be used, set up and taken down with care. They must also stay within your given perimeter during the Market. It must not obstruct traffic flow.

Canopies

All Vendors who wish to erect canopies on the Farmers Market site during a normal period of Market operations, including the setup and break down period, are required to have their canopies sufficiently and safely weighted from the time their canopy is put up to the time it is taken down. Any Vendor who fails to properly weight their canopy will not be allowed to sell at the Farmers Market on that Market day unless that Vendor chooses to take down and stow their canopy and sell without it. Each canopy leg must have no less than **24 lbs (pounds) anchoring each leg** per WSFMA guidelines. Anyone

who fails to follow these guidelines may be responsible to pay a \$1,000.00 deductible for any damage that may occur due to rogue or improperly secured Vendor canopies. For detailed information, you can refer to [Canopy Safety 101](#) from the WSFMA toolkit.

Weekly Vendors who forget to bring their weights to the Market may choose to set up with no canopy or rent them from the Market. If weights are available, a \$10 fee per weight will be payable at the end of the Market day.

Canopy and weights are available for infrequent Vendors, and are subject to availability. These items should be reserved at the time you reserve your space for the week. See Market Fee Schedule for rental cost.

Canopies must be set up 30 minutes prior to the start of the Market and taken down after the closing bell of the Market.

Tables

Tables must have smooth edges and remain stable when loaded.

Overhead Shades/Market Umbrellas

Shades and Market Umbrellas must be weighted down with a 50lb weight as per WSFMA guidelines. Ground stakes are not permitted at Evergreen Rotary Park.

Generators

Electrical power is not available for Vendors. Generators must produce a noise level of less than 70 decibels to be mindful of noise to other Vendors and patrons. Vendors are solely responsible for any injuries that may arise as a result of generators or power sources. Vendor shall defend, indemnify and hold harmless the Market, its agents, employees and officials, from all causes of action, demands and claims, including the cost of their defense, arising as a result of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of Vendor, its employees, representatives, concessionaires of the event, or any other person or entity, except for liability caused due to the sole negligence of the Market.

Sharing Booth Space

Two Vendors may share booth space at their discretion. Each Vendor must apply separately and indicate that they will be sharing a booth. Both Vendors must go through the approval process. Products sold must be easily identified and labeled, transactions must be conducted separately and both Vendors are to turn in separate Vendor envelopes at the end of the Market day.

Market Currencies

Our goal is to have accessible healthy food and connect our community to our Market. Vendor participation in the following currency programs is required, as applicable. Vendors are responsible for relaying this information to all their Market employees. Failure by any Vendor or employee to follow these rules are subject to corrective action. Improper use of SNAP tokens and SNAP Market Match is considered fraud. Copies of the currency sheet are handed out at the beginning of the season and are also available at the information booth. Please direct any questions about currency to the Market Manager.

Market Tokens

BCFM allows customers to charge their credit or debit card in exchange for wooden tokens in increments of \$5.00. These can be used with any Vendor and do not expire. Vendors can give cash change to shoppers who use these tokens. These can not be used at other Markets, and BCFM does not accept tokens from other Markets.

SNAP Tokens

SNAP customers can charge their EBT card in exchange for \$1.00 wooden tokens. No change can be given to customers who use these. They do not expire and can only be used on food items such as:

- Fruits and vegetables
- Meat, poultry, and fish
- Breads and cereals
- Snack Foods
- Seeds, and plants that produce food for consumption

Prepared foods and hot foods made for immediate consumption cannot be purchased with these tokens. **\$1.00 EBT tokens are NEVER to be used as change.**

SNAP Market Match

The SNAP Market Match program provides SNAP participants an opportunity to stretch their benefits. When a SNAP participant uses their EBT card to purchase \$1.00 wooden tokens the program matches those SNAP benefits, withdrawn for use at the Market, dollar-for-dollar. It can be used for the following items:

- Fruits and vegetables
- Mushrooms
- Nuts
- Herbs
- Fresh-frozen fruits and vegetables
- Edible plant seeds and starts

Token/SNAP Market Match Reimbursement

Vendor reimbursement for tokens and SNAP Market Match will be via check and available in the Vendor envelope the following Thursday. If a Vendor will not be at the following week's Market, arrangements will be made to mail their check.

The Market is considering direct deposit using Melio Payments to reimburse Vendors for token and SNAP Market Match reimbursement. If, and when, this becomes available, Vendors will be notified and instructed on how this will work.

WIC FMNP and SFMNP Programs

BCFM participates in the Farmers Market Nutrition Program (FMNP) which offers benefits to Women, Infants, and Children (WIC) in the WIC program. Benefits are also offered through the Senior FMNP program to senior citizens in our community who qualify. Funds from the programs will be available to participants via their WIC or SFMNP electronic benefits card from June 1st to October 31st. Benefits for these programs cannot be accessed before the start date or after the end date.

Farmers will be required to run FMNP transactions digitally. This will require all approved farmers to have a smartphone or tablet at the Market. The Market does not have WiFi available at this time. It is suggested that all participants in these programs test the connectivity of their devices at the park before the first day of the Market.

If you participate in the FMNP programs, you are required to attend the training provided by the Washington State Department of Health. To become an eligible Vendor click the link below to apply:

<https://www.doh.wa.gov/YouandYourFamily/WIC/FarmersMarket/GrowersMarketsandFarmStores>

Electronic benefits issued by FMNP can be used at eligible Vendor booths, which will be identified by the logo displayed at the booth. Failure to properly display the authorized grower identification sign is a Class 1 Violation. The Market Manager will have extra signs at the Market Booth. For more information:

<https://www.doh.wa.gov/YouandYourFamily/WIC/FarmersMarket/WICFMNP>

Cash Value Benefits (CVB)

In addition to the WIC FMNP electronic benefits, WIC participants can now use CVB to purchase produce, just as they can in the grocery store. CVB funds will be on the participants' benefit card beginning June 1, 2023 and can be used year round. Cash Value Benefits transactions will be run digitally. All WIC participants qualify to receive CVB and it is a monthly recurring benefit.

VENDOR SPECIFIC REQUIREMENTS

Processed Food Vendors

Processed Food Vendors are to produce their products in Washington State only. Their products must be prepared in a certified commercial kitchen. Any canned goods must be licensed through the Washington State Department of Agriculture. Processed Foods: All processed foods must be prepared in a certified kitchen. Beekeepers that process their own honey do not need a Food Processor's license unless the honey is sold wholesale. Anyone processing dried fruits, herbs, teas, baked goods, cider, preserves, salsas, and salad dressings should check with the WSDA and the Kitsap County Health District for their requirements. All food processors are responsible for acquiring the appropriate licenses and permits. More information can be found at the Kitsap Public Health District site, kitsappublichealth.org.

Bakers

Bakeries that sell more than 25% of their products wholesale must be licensed by the Department of Agriculture as Food Processors. Those that sell less than 25% of their products wholesale, other Kitsap County Health District requirements apply.

Alcohol Producers

Alcoholic beverages must be made entirely from ingredients grown in Washington, or from grapes grown in a recognized Washington appellation, except for certain additives required for processing which cannot be produced in the state of Washington, not amounting to more than 5% of the total volume of the beverage.

Prepared Food Vendor

Prepared Food Vendors shall submit and also possess and maintain all required State, County, and local Health Department permits. All appropriate permits and licenses shall be filed with the management of the Market. They are also responsible to follow rules on food safety as Kitsap Public Health requires. The BCFM gives priority to Prepared Food Vendors who provide a variety of healthy foods, and to those who use ingredients produced in Washington.

Utensils, Condiments, and Straws

BCFM encourages our Prepared Food Vendors to reduce waste and use more eco-friendly items. It is the responsibility of the Prepared Food Vendor to adhere to [Washington State's law](#) on single-use utensils, condiments, and straws.

Trash and Food Waste

Prepared Food Vendors are required to provide a large trash receptacle for their use and for the use of their customers. They are responsible for disposing of trash off-site at the end of the Market. They can also provide recycling and/or composting options at their discretion.

Handwashing Station

Prepared Food Vendors are required to have a handwashing station within 25 ft. of the cooking area. As per [Washington State Department of Health guidelines](#).

Safety

When using a grill or other cooking devices, the equipment must be separated (roped off) from the public for the safety of Market-goers per [Kitsap Public Health District](#) requirements.

Artisans/Crafters/Artists

An Artisan/Crafter/Artist is one who creates with their own hands the products they offer for sale at the Market or providers of skilled craft services at the Market such as on-site knife sharpening or tool refurbishment. To qualify as an Artisan/Crafter/Artist, a majority of the tools and equipment used to produce their products must require skill, personal handling and/or manipulation, including second-hand items that are recycled, repurposed and/or skillfully and creatively refurbished for new or improved use.

Artisans/Crafters/Artists should incorporate materials grown or produced in Washington State and the BCFM will give priority to those vendors who use materials from Washington State.

Vendors in this category must submit photos of the artwork/item to be sold at the Market, along with all applicable documents.

Space availability for Artisan/Crafter/Artist Vendors will be assigned in compliance with WSFMA guidelines, and BCFM goals of providing variety in the types of products available for sale.

Copyright & Trademarked Logos

Images copyrighted by another person, business, or organization may not be used in a Vendor's products without proof of payment of any required licensing fees and/or written permission from the image's owner. Note: commercially

manufactured materials bearing copyrighted images, such as fabrics printed with movie characters or sports logos, are licensed for personal use only, and may not legally be used in products intended for sale. Vendors offering products that make use of copyrighted material without legal permission will be asked to remove those products from their booth, and upon a second offense—or if they have no other products—will no longer be permitted to vend at the Market.

Youth Vendors

The BCFM welcomes any person under 18 years old to sell at the Market. The minor and their legal guardian must fill out and sign the application. Youth members must operate under their own business license and show proof of liability insurance. Youth 15 years and under must be supervised by an adult from set up to break down.

SHOULD I BE A MEMBER?

To learn more read the following:

Member Vendor

All Vendors who choose to be a member of BCFM will pay an annual membership fee (as stated on the Market Fee Schedule) on their first Market day. This fee entitles the Vendor to participate in all Thursday Markets (as well as any special Markets) for the entire season and gives the Vendor voting rights in BCFM. One vote per family unit/business is allowed. Membership fees are not prorated. Applications are welcome throughout the season, however, space cannot be guaranteed

Daily Vendor

Vendors who want to try out the Market and choose not to be BCFM members are referred to as Daily Vendors. Daily Vendors have no voting rights in the BCFM. Daily Vendors will be charged as stated on the Market Fee Schedule each Market day of participation. Stall assignments will depend upon availability. Daily Vendors can convert to Member Vendor status by simply paying the membership fee (see Market Fee Schedule). At that time, they will have voting rights in the organization, and their stall fees will convert to those of a Member Vendor. No refunds or credits for Daily Vendor fees paid prior to becoming a Member Vendor.

Community Member

The BCFM welcomes the community to participate in the Market by becoming a Community Member. Community Members have voting rights and pay the annual fee (please see Market Fee Schedule)

Youth Member

Youth members do not pay an annual membership fee. Youth members will pay a booth fee (see Market Fee Schedule) each Market day. Youth Vendor members have no vote in the BCFM.

Market Fee Schedule

Base Fees apply to each stall for each Market day. All Vendors must give the Market Manager their stall fee by the end of each Market day (**payable by cash or check only**), and indicate if they will be returning the following week.

Type	Membership	Daily Stall Fee	Voting
Member Vendor	\$60 year	\$50 double booth \$25 single booth \$15 half booth	Voting rights
Daily Vendor	\$0	\$70 double booth \$35 single booth \$20 half booth	No vote
Community Member	\$60 year*	N/A	Voting rights
Youth Member	N/A	\$10 single booth \$5 half booth	No vote

Vendors must pay weekly. Booth fees will be collected at the end of each Market day (**payable by cash or check only, not payable in tokens**). Please see the token reimbursement section for details.

Rental Prices - Subject to Availability	
Weight with Bungee Cords	\$10 per weight
Canopy Rental	\$40 per Market day
Advanced Notice Canopy, Weights, and Bungee Cords Rental Package	\$50 per Market day

HOW DO WE CHOOSE VENDORS?

Determination of Participation

Vendors are selected annually by the BCFM Board of Directors based on the quality and uniqueness of products, current product mix, and consumer demand. It is the intent of the BCFM to give first priority to returning Vendors who were in good standing the previous season, use products from Washington, are from Kitsap County, and participated for the majority of the season. However, No Vendor will have guaranteed return rights to the Market and a decision will be made by the Market Manager given the bylaws, rules, and Vendor standing.

The BCFM does not offer exclusive rights to Vendors to sell any one product. Customers benefit from having a choice. However, if the BCFM Board of Directors believes the amount of similar products is excessive, duplicate products may be denied or granted limited participation.

MARKET DAY PROCEDURES

Arrival

The Thursday Market hours will be from 4:00 pm to 7:00 pm. The arrival and setup time will begin at 2:00 pm. Canopies must be erected and weighted by 3:30 pm. For safety reasons, late arrivals will not be allowed to set up and stall space will be forfeited. All Vendors will be ready for business by 4 pm.

Fall hours start at the Market on the 3rd Thursday of September. Fall hours are 3:30 pm to 6:30 pm, with set up starting at 1:30 pm and all Vendors ready for business; canopies up, by 3 pm.

All Vendors should pull into the designated parking spaces near the Market location, unload their canopies and goods, park their vehicle(s) at Seaside Church or along Sheldon Blvd., and return to set up their vending area.

Early sales are not permitted as it may discriminate against those who require tokens.

Departure

For safety reasons, early take-down and departure before closing time will not be allowed. *Exceptions may be made in case of an emergency. (See the Market Manager.)* Please make sure that your *canopies are taken down and you are packed up prior to retrieving your vehicles for loading.* We have very limited space in our loading areas so

we want to make sure everyone can load up quickly. Sales are allowed after the closing bell. Takedown on Thursdays will be completed no later than 8:15 p.m. Vendors are responsible for returning the area to its original condition and disposing of their own trash. (There are no on-site trash bins.)

Requesting and Canceling Stall Space

A) To request a space for Market day, the Vendor must notify the Market Manager at least three (3) days in advance.

B) Any Vendor who does not notify the Market Manager at least three (3) days in advance will be allocated a space by the Market Manager on a first-come, first-served basis taking into account the overall Market mix. The stall assignment is for that Market day only and may vary from week to week.

C) Vendors who cannot attend on the Market day must contact the Market Manager no later than Tuesday at 9:00 pm by phone call/text to the Market cell phone (360-930-2460) or email.

D) Vendors who do not notify the Market Manager by the required time will be charged the stall fee for that day. Repeated no-shows by a Vendor may lead to separation from the Market. Note: The BCFM Market Manager and/or Board may waive stall fees in emergency situations where calling/texting was not possible. Vendors may request a waiver by discussing the situation with the Market Manager and/or Board promptly after the day in question. *Frequent late notices may result in not being promoted in weekly newsletters or social media.*

Can I send someone else to vend in my place?

Vendors are allowed to send a family member, employee, or proxy to sell their goods at the Market. It is the responsibility of the Vendor to educate their proxy on the rules and expectations of BCFM.

CODE OF CONDUCT/ CORRECTIVE ACTION

Code of Conduct

1. All members, Vendors, employees, and/or volunteers are expected to be respectful and courteous at all times. The use of profanity is a grievous offense and will not be tolerated.
2. Physical conflict will result in immediate termination of the partnership with BCFM. Customers engaging in physical conflict will be removed from the Market.
3. Problems arising at the Market will be immediately relayed to the Market Manager. The Market Manager will resolve the issue by the end of the Market day, or forward it to the Board of Directors. It is at the discretion of the Market

Manager to involve the available Board members at the Market to resolve a conflict or answer questions that may arise. Consumers may use the grievance process.

4. Members, Vendors, employees, and/or volunteers who use abusive or threatening language, circulate rumors, or file false or frivolous reports that affect the reputation, integrity, or smooth operation of the Market shall be subject to Corrective Action(s).
5. Grievances must be submitted in writing to the Market Manager or to any Board member. A formal grievance hearing will be scheduled within a reasonable time frame, allowing Board members and applicable involved parties ample time to review material. All parties should be represented, but meetings can be held without the cooperation of applicable involved parties if necessary. A grievance must be filed no later than two weeks from the date of the incident.
6. The safety and actions of minors are the responsibility of the parents/guardians at the Market. The parents/guardians are held accountable for minors.
7. Partnership with the BCFM can be revoked by the authority of the Market Manager or by due process of the Board of Directors.
8. The Market Manager and the board have the authority to contact law enforcement to have someone removed from the Market location, or contact appropriate emergency personnel for any situation.
9. Any member, Vendor, employee, and/or volunteer given a corrective action must comply or risk the loss of participation. All parties to a dispute will receive written notification of the Board of Directors' decision.
10. If a member, Vendor, employee, and/or volunteer accumulates 3 or more corrective actions in a one-year period, the Board of Directors has the jurisdiction to revoke membership and/or recommend denial of future application for membership or partnership.
11. Rules and regulations shall be consistently applied with respect to all members, Vendors, employees, and/or volunteers.

Corrective Action

Corrective Action will be taken when necessary. The action(s) will remain active on the Vendor's profile for one year. However, if the offense is deemed to be serious enough, participation may be immediately revoked.

Actions are as follows:

- First Offense: Verbal or written notification.
- Second Offense: Suspension of one Market day.
- Third Offense: Termination of partnership.

Photo Release

Vendors and Participants are in Market footprint and pictures taken may be used in promotional materials.



Release of Liability and Indemnification Agreement

The Vendor: _____ (Hereafter referred to as "Vendor" or "Participant") is being provided space at the Bremerton Community Farmers Market. In consideration for the use of the Vendor space, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Vendor agrees to the following terms and conditions of this agreement:

Indemnification

The Vendor hereby indemnifies and holds harmless, on behalf of heirs, executors, administrators, officers directors, owners, partners, agents, brokers, employees insures, and assigns, Bremerton Community Farmers Market, its affiliates and directors, owner(s) of the lot/space(s), the City of Bremerton, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, performing services, work or activities at, or in relation to the Market and associated events, including liability caused in whole or in part by the indemnified parties. Vendor shall, at its own expense, appear, defend, and pay all attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, Vendor shall, at its own expense, satisfy and discharge same.

Release

The Vendor hereby waives, releases, and discharges, on behalf of myself and my heirs, executors, administrators, officers directors, owners, partners, agents, brokers, employees insures, and assigns, any and all claims for damages for personal injury, death, or property damages which it may have, or which may hereafter accrue as a result of its activities at the Market and associated events, whether arising out of the negligence of the Market, its employees or agents, or otherwise

Market: Safety Requirements

The Vendor agrees that the Vendor is responsible for their own safety while participating in or attending any activities of the Market, and will take all necessary precautions to avoid injury to others. The Vendor hereby agrees to abide by the Market's policies and procedures, especially the Market's health and safety regulations Vendor hereby assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the Market's policies and procedures.

Release

Vendor hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activities at the Bremerton Community Farmers Market.

BY SIGNING, THE VENDOR HEREBY STATES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE PROCEDURES OUTLINED IN THIS COPY OF THE BREMERTON COMMUNITY FARMERS MARKET RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.

In witness thereof, this agreement is executed on this _____ day of _____ (month), 2023.

Vendor Name

Vendor Signature

Address: _____

Email: _____

Phone
Number: _____