



## AUBURN FARMERS MARKET (AFM) 2024 RULES and REGULATIONS

**Mission Statement:** The Market provides a convenient venue for local farmers and artisans to provide access to healthy, fresh, locally sourced food and products to area residents. The Market is a vibrant gathering place where visitors can learn about healthy food choices, and overall health and well-being.

The Auburn Farmers Market (AFM) is overseen by a Market Manager and is supported by the City of Auburn.

**Location:** Les Gove Park  
**Address:** 1140 Auburn Way S, Auburn, WA 98002  
**Dates:** Sundays, June 2 through September 15, 2024  
**Hours:** 10:00 AM to 3:00 PM

### I. PRODUCT POLICIES AND GUIDELINES:

#### A. Farm Products

1. A Farmer raises produce, plants, botanicals, or animals on land they own, lease, or rent, in the State of Washington.
2. The AFM strives to provide a marketplace where fresh wholesome products are sold. All farm products must be grown, raised, or produced, by the Market Vendor in Washington State, according to Washington State Farmers Market Association (WSFMA) Guidelines.
3. Microgreens must be labeled that the product needs to be washed before eating.
4. Market Vendors will be required to verify farm locations, addresses, or parcel.
5. Market Vendors will be required to provide a list of farm products and an estimated month of harvest.

#### B. Seafood

1. Must originate from the greater Pacific Northwest (WA, OR, Alaska or British Columbia, Canada.)
2. Market Vendors will be required to verify fish origination.

### **C. Resold Farm Products**

1. Resellers are sellers of crops that cannot be grown reliably, or are not offered for sale in sufficient quantity, by Farmers selling at the Market, as determined by the Market Manager
2. On occasion, to provide particular types of products not otherwise available, or in sufficient quantities to the Market, the Market may allow resale of product(s) not grown by the Market Vendor.
3. If a farm product is not produced by the Market Vendor, the Market Vendor may be considered a Reseller.
4. Resellers are expected to be the only stop between the grower and the consumer. The product they buy must not come from shippers, warehouses, jobbers, or wholesale distributors.
5. All farm products must be grown in the state of Washington. Products grown out of the state of Washington will not be approved for sale at the AFM.
6. Resellers must obtain either a Cash Buyer's License or a Dealer's License, as determined by the WSFMA and the Washington State Department of Agriculture (more information Section VI, parts E and F.)
7. Resellers may also sell produce they grow themselves on their own property as determined by the Market Manager.
8. Resellers must have all crops pre-approved by the Market's governing body before delivering the crops to Market for sale. Approved, resold crops must be specifically limited, so as not to compete with the crops of Farmers within the geographic Market Vendor boundaries of the Market.
9. All resellers, must label their products as being resold if they are selling products which they have not grown, raised, or harvested themselves on property that they own, lease, or rent.
10. All information declaring which products are resold must be available and displayed for the consumer to easily read. Signage must clearly state which farm(s) produced the products; other terms synonymous with "resold" may be substituted.

### **D. Food Sampling**

1. The general public is not allowed to offer samples at the Market. Only approved and accepted Market Vendors are allowed to offer samples on-site.
2. All Market Vendors wishing to offer samples must be approved by the department of Public Health – Seattle and King County.
3. Market Vendors who wish to offer samples of foods or food products, including microgreens, to customers must contact the Market Manager and show satisfactory proof of compliance with requirements, if any, of the department of Public Health – Seattle & King County and with the applicable requirements of other agency(ies) regulating such activity. Sampling of food products must be in accordance with the department of Public Health – Seattle & King County and other applicable regulations.

4. Additionally, any Market Vendor offering samples must provide hand-washing facilities and/or hand-cleaning products in the booth, must protect the food samples from contamination, and must provide the food samples with single service appropriate utensils to handle the food samples, such as toothpicks, disposable spoons, forks, or bakery paper.
5. Food can only be handled with tongs, bakery paper, scooper, or disposable rubber/plastic gloves. Bare hand contact with food is not allowed. Cutting implements must be cleaned with soap, running water, and paper towels, or as otherwise required by applicable health regulations.

#### **E. Processed Goods**

1. A Processor sells foods that they have personally prepared or processed on property that they own, lease, or rent in the State of Washington.
2. The Market accepts certain value-added items which are grown and/or made by the Market Vendor such as baked goods, preserves, wine, cheese, sausage, salsa, sauces, and smoked meats or fish.
3. All processed foods must be labeled with the product name, ingredients, net weight, price, Market Vendor's name, and address.
4. Market Vendors must meet State and King County requirements for food handling and processing.
5. Market Vendors offering samples of their products must contact the Market Manager, comply with the King County Public Health food sampling guidelines, and meet the other requirements of section D.

#### **F. Prepared Foods**

1. A Prepared Food Vendor offers freshly made foods, available for sale and immediate consumption on-site.
2. Prepared food Market Vendors and their menus must be approved by the Market Manager.
3. Prior to selling at the Market, all prepared food vendors must show appropriate Washington State Department of Health certification to the Market Manager.
4. All Market Vendors must meet State requirements and comply with King County & Seattle Public Health Department regulations.
5. Permits must be displayed in public view during Market hours.

#### **G. Hand Crafted Items**

1. Artisans/Crafters create with their own hands the products they offer for sale or are providers of skilled craft services at the market, such as on-site knife sharpening or tool refurbishment.
2. To qualify as an Artisan/Crafter, 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, re-purposed and/or skillfully and creatively refurbished for new or improved use.

3. All craft products must be handcrafted in Washington State by the Market Vendor, in compliance with the Washington State Farmers Market Association (WSFMA) guidelines and approved by the Market Manager. Product selection will be based on quality, originality, and compatibility with the existing market mix
4. Craft Vendor sales must not exceed ten percent of the total number of Market Vendors on a given market day in accordance with the [WSFMA Guidelines](#).
5. Each season, a diverse jury panel will judge all new craft vendor applications based on the products offered by each. The AFM will determine each year the number of new crafters to accept. The jury panel will judge each craft application based on the following criteria on a scale of 1 – 10: quality, originality, compatibility with existing Market Vendors.

#### H. Non-Profits

1. Non-profits must provide proof of non-profit status.
2. Non-profits are limited to a maximum of two market days per season, on a space available basis, as determined by the Market Manager.
3. Non-profit booths are limited to one booth space.
4. Non-profits are not allowed to give away or sell items that may conflict with other Market Vendor sales. Any products a non-profit wishes to give away must be preapproved by the Market Manager.
5. Non-profits are not allowed to sell food or host bake sales at the Market, unless the food is approved by the Market Manager, is permitted through the department of Public Health – Seattle & King County, and meets all other requirements of section D.

## II. MARKET VENDOR SELECTION

- A. **Market Vendors** are selected annually by the Market Manager or in the case of craft vendors by a panel of judges.
- B. Market Vendors will be selected based on the following Priority System:
  1. Product Priority Rating based on Category and Market Enhancement:
    - a. Farmers who grow fresh produce
    - b. Nursery - those who grow plants and trees
    - c. Flowers - those selling floral arrangements
    - d. Processed Foods
    - e. Prepared Foods
    - f. Crafters
    - g. Other - those not fitting in another category but participation pre-approved by Market Manager
  1. Selection will be based on quality, originality, and compatibility with the existing market mix.
  2. Years in Market

3. Attendance from previous season based on Market Vendor slips and attendance as recorded by Market Manager
- C. Selection by the Manager grants a vendor the privilege of participating in the market, but does not create a property interest in a Market Vendor. No Market Vendor has a guaranteed return right from market date to market date, or from season to season.
- D. The Market generally does not offer exclusive rights to Market Vendors to sell any one product. However, if the AFM believes the number of Market Vendors offering the same or similar products is excessive, duplicate products may not be selected.
- E. All selected Market Vendors must complete and sign a Market Vendor application each season prior to selling at the Market.
- F. Appropriate applications, health department permits, and pre-paid fees must be resolved prior to the Market Vendor's booth opening.
- G. As a member of the Washington State Farmers Market Association (WSFMA), the AFM does not allow the following vendors to sell at the Market, unless said vendor falls within an 'Exception' as determined by the Market Manager. In all cases, these items are restricted from being sold in a WSFMA Market because the products are either not produced, processed, or created in Washington State by the vendor; or funding, marketing, or other assistance given to vendors comes from a source separate from the vendor. However, vendors who are not allowed to sell at WSFMA Markets may be allowed to sponsor market events/activities, as long as they are not selling or taking orders to sell.
  1. No commercial or imported items at the Market.
  2. No secondhand items (Exception: Those Market Vendors who take a secondhand item and recycle that item into a new use);
  3. No franchises: Those who have entered into an agreement or received a license to sell a company's products and/or use a company's packaging, logo, ingredients, and/or marketing tools under that license or any franchise agreement.
  4. No non-owner operated businesses: Only those businesses that are operated and controlled by their Washington State-based, or border states-based (Oregon and Idaho) owners are permitted at WSFMA Markets; and
  5. No out-of-state processing: All processed products sold at WSFMA Markets must be processed within Washington State, or, if approved by the Market Manager, the border states, Oregon, and Idaho.

### **III. STALL SPACES & LOCATION**

- A. Stall spaces are 10'x10' per stall'
- B. Market Vendors are limited to two stall spaces per market date unless an otherwise agreed upon exception has been approved with the Market Manager
- C. Nonprofit Market Vendors are limited to one stall space per market date as space permits.
- D. Each Market Vendor will be assigned a 10' x 10' stall space. The location of each space will be assigned on a priority basis as follows:
  1. Full Season Market Vendors
  2. Prepaid Market Vendors.

3. Farmers.
  4. Returning AFM Market Vendors.
- E. Market Vendors will provide their own tables, chairs, canopies, weights, signs, and other desired display materials in accordance with Market regulations.
- F. The Market Vendor sales area must not extend beyond the allotted boundaries of the stall space unless preapproved by the Market Manager.
- G. Display and selling techniques must not impair other Market Vendors' ability to sell, nor create a hazardous situation for the public.

#### **IV. FEES, SALES REPORTING, AND PAYMENT**

##### **A. Fee Schedule**

1. A fee schedule for all Market stalls will be established by the Market Manager prior to each market season.
2. All stall/booth fees must be paid by 3:00 PM on the Thursday prior to the Market Sunday.

##### **B. Reporting Sales**

1. Market Vendors agree to report total sales to the Market Manager at the end of each selling day.

##### **C. Fees**

###### **1. Application Fee**

- a. Applications will not be reviewed, approved, or accepted until the application fee is paid in full
- b. Upon applying, a \$5 application fee will be charged for non-profit Market Vendors regardless of acceptance into the Market or not.
- c. Upon applying, a \$20 application fee will be charged for all farmers, resellers, processors, prepared food, and artisan/crafters, regardless of acceptance into the Market or not.

###### **2. Stall Fee**

- a. \$10 stall fee for non-profits due by 3:00 PM on the Thursday prior to the attending Market Sunday
- b. \$40 stall fee per space for each Market Sunday for farmers, resellers, processors, prepared food Market Vendors, and artisan/crafters due by 3:00 PM on the Thursday prior to the attending Market Sunday

###### **3. Tent weights**

- a. If tent weights are provided to the Market Vendor by the AFM, Market Vendor will be charged \$15 per each day weights are provided. For more information see section VII, part E, below.

##### **D. Non-Sufficient Funds (NSF)**

1. Any payment that is not honored (for non-sufficient funds [NFS], or any other reason) is subject to a \$35 fee.
2. The Market Vendor will be notified of this NFS status as soon as possible.

3. The \$35.00 fee, plus original payment amount, must be paid by cash or cashier's check within two weeks of notification, or upon re-entry to the Market, whichever comes first.
4. Payments to the Market by personal check or credit card will no longer be accepted from Market Vendor after notification of NSF status.

## **V. CANCELLATIONS**

- A. Market Vendors who cannot attend on a Market day must submit written notice to the Market Manager by 3:00 PM on the Thursday prior to Market Sunday. If written notice is given, Market Vendor may request a refund (minus \$5 administrative fee), or apply the balance of their pre-paid stall fees toward a future Market date. If written notice is not given by 3:00 PM on the Thursday before the Market day, stall fees will not be refunded or applied to future Market dates.
- B. More than two (2) non-appearances may result in loss of assigned space privileges or Market Vendor may be placed on waitlist.
- C. Force Majeure
  1. Approval of a vendor's application and vendor payment of all fees does not guarantee vendor participation in the market on any market date. The market may be canceled, delayed, or moved to a different date at any time. Any cancellation, delay, or change of the Market dates shall be excused. If Market Sunday is prevented, delayed, or otherwise hindered by any act not within the control of the City such as smoke, fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government, the stall fees shall be refunded and/or credited toward a future Market date.

## **VI. LICENSE, PERMITS, TAXES, AND INSURANCE REQUIREMENTS**

### **A. Unified Business Identifier (UBI) Number**

1. The Washington State Department of Revenue requires the AFM to verify that its Market Vendors are registered to do business in the State of Washington. Unless a Market Vendor is exempt by law, the Market Vendor must supply the Market with a state UBI number. Market Vendors do not need a City of Auburn business license.

### **B. Permits and Taxes**

1. Market Vendors are responsible for obtaining all necessary permits and inspections and paying their own taxes.

### **C. Insurance Requirements**

1. If a Market Vendor is required to have insurance, Market Vendor shall provide evidence of the following insurance coverage to the Market.
2. Commercial General Liability ("CGL") insurance with limits no less than \$2,000,000 for each occurrence and \$2,000,000 general aggregate.
  - a) If necessary, the policy must specifically state that Market Vendor has Liquor Liability coverage for off-site alcohol events.

3. A copy of the Certificate of Insurance, and endorsement naming the Auburn Farmers Market or City of Auburn as a noncontributing additional insured, shall be provided to the Market before the contract is finalized. The Market reserves the right to request certified copies of any required insurance policies. The Market may require increased limits. Market Vendor's insurance shall be primary insurance with respect to the Market and any payment of deductible or self-insured retention shall be the sole responsibility of Market Vendor.
4. Market Vendor shall provide the Market with written notice of any policy cancellation or alterations, within two business days of their receipt of such notice.
5. Failure on the part of Market Vendor to maintain the insurance as required shall constitute a material breach of these rules upon which the Market may immediately deny the Vendor further participation in the Market until the vendor is able to comply with insurance requirements.

**D. Liability**

1. Auburn Farmers Market highly recommends Market Vendors obtain general liability and product liability insurance. The Auburn Farmers Market is not responsible for any loss or damage incurred or caused by Market Vendor.

**E. Reseller License**

1. Resellers must obtain a Cash Buyer License to vend at the AFM as determined by the Washington State Department of Agriculture (WSDA.) Any person who purchases agricultural products for re-sale must be licensed each year as a commission merchant, dealer, or cash buyer by the Washington State Department of Agriculture Commission Merchants Program.

**F. Cash Buyer License / Produce Dealer License**

1. A WSDA Cash Buyer License is required for anyone who 1) buys produce for the purpose of reselling, and 2) pays cash at the time of taking possession. A cashier's check, certified check, or bank draft may be used in lieu of cash, but no personal or business checks may be used. A Cash Buyer may not deal in livestock, hay, grain, or straw. A Cash Buyer License costs \$135 per year.
2. A WSDA Produce Dealer License is similar to a Cash Buyer License. It is required for anyone who 1) buys produce for the purpose of reselling and 2) pays the grower by personal check or buys on credit. A Produce Dealer License is \$605 and the licensee must be bonded for \$10,000.

**VII.SET-UP AND TAKE-DOWN**

- A. Prior to setting up, all Market Vendors must check in with the Market Manager. Market Vendors may set up beginning at 7:00 AM. Market Vendors should unload promptly and then move vehicles off-site before setting up their stall.
- B. At 3:00 PM Market Vendors will cease selling and promptly take down their stall space. Market Vendors must not leave their stall area to retrieve their vehicle until their stall is completely taken down, after 3:00 PM.



- C. Market Vendors are required to remain at their stall spaces until 3:00 PM unless other arrangements are made with the Market Manager. If needed, the Market Manager or assigned market volunteer will relieve Market Vendors for a break. If Market Vendor sells out early, post a “sold out” sign and notify the Market Manager.

**D. Punctuality**

1. All Market Vendors must be at their stall 30 minutes prior to the opening of the Market. Unless prior arrangements have been made with the Market manager, stalls will not be held for an assigned Market Vendor who does not show up at the designated time.
2. All vehicles must be off the Market site 30 minutes prior to the opening of the Market.

**E. Canopies/Umbrellas**

1. Canopies or other booth covers are required to be flame retardant and must have weights sufficient to keep the covering in place. Market Vendors must ensure that each tent leg or umbrella is securely weighted down with 20 - 25 pounds (or more as weather requires) in order to sell at the Market. Canopy weights must remain in place from setup until take down.
2. Any damage caused or incurred by a Market Vendor due to insufficient weights will be at that Market Vendor’s expense.
3. Market Vendors without adequate canopy weights will
  - a. First infraction: be given a verbal warning and charged \$15 for the loan of weights the first day they are without weights.
  - b. Second infraction: If Market Vendor does not obtain canopy weights by the next market they attend, the Market Vendor will be given a written warning and charged \$15 for the loan of weights.
  - c. Third infraction: If the Market Vendor does not have appropriate weights at a third Market day, the Market Vendor will be charged \$15 for the loan of weights and the Market Vendor will be asked not to return.
4. If AFM provides Market Vendor with canopy weights, AFM staff will deliver weights to the Market Vendor’s canopy. AFM will also pick up the weights at the end of Market day.
  - a) Any damage caused or incurred by a Market Vendor due to use of Market weights will be at that Market Vendor’s expense.

**F. Safety**

1. Tables must have smooth edges, remain stable when loaded with product, and have legs locked firmly into place.
2. Canopies must be tied down or weighted. Tarp poles must not obstruct traffic flow and care must be taken when setting up or taking down displays.
3. All Market Vendors utilizing heat must have fire extinguishers in their booths. Prepared food Market Vendors are permitted to use only gas/propane/electrical cooking equipment. No charcoal briquettes are allowed.

**G. Electricity / Generators**

1. Electrical power is not available for Market Vendors.

2. Market Vendors are solely responsible for any injuries that may arise as a result of generators or power sources. Market Vendor shall defend, indemnify and hold harmless the City, 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 Market 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 City.

#### **H. Noise**

1. To be mindful of noise to other Market Vendors and patrons, generators and other sound producing devices must produce a noise level of less than 70 decibels.

#### **I. Stall Clean Up / Trash Removal**

1. Market Vendors are required to maintain their individual selling space in a clean, safe and sanitary manner, including protecting the pavement from drips from any part of the Market Vendor's vehicle.
2. Each Market Vendor is responsible for keeping their booth space clean during the Market and for complete clean-up of their space at the close of the Market. This includes taking any trash or garbage that is generated in or around a Market Vendor's booth and sweeping up any product debris left on the ground. Market Vendors should bring their own brooms and dustpans.
3. Market Vendors are permitted to use the dumpsters next to the storage building on-site as long as ALL trash is properly bagged. Trash bags will not be available.

### **VIII. BOOTH MERCHANDISING, REQUIREMENTS AND CERTIFICATIONS**

- A. A well-presented stall will convey a message of confidence to market buyers. Easily visible signs, well organized product, display and easy access may result in increased sales. The Market Manager will visit your stall from time to time throughout the season and may make suggestions with the aim to enhance the appearance and help provide a successful future at the AFM. We thank you in advance for your readiness and cooperation in making any changes. AFM does not guarantee additional profits.

#### **B. Signage**

1. Each booth space must prominently display a sign clearly identifying the farm or business by name and location. For each product, a vendor must display Signs indicating the names and prices of the product as wells as the following information in order to reflect that the products are 'locally grown' in accordance with AFM Regulations:
  - a. Product name
  - b. Grown at (farm name if applicable)
  - c. City and State where product was grown
  - d. Price (per pound if produce)

2. Failure to comply with signage requirements set forth in this document may result in the offending Market Vendor being denied the opportunity to participate in the AFM. If a Market Vendor wishes to return to the Market, they must show proof of adequate signage as described above and communicate a confirmation of return to the AFM with the Market Manager.
3. Products labeled “organic” or verbally referred to as “organic” must be certified as required by Washington State law. Farmers selling both organic and non-organic produce at the same stand must physically separate the non-organic produce from the organic produce and clearly label as nonorganic, transitional, or conventionally grown. Before a vendor may sell farm Products that cannot be certified, such as “unsprayed,” “pesticide free,” or “low spray” produce, the vendor must provide to the Market Manager a notarized affidavit attesting to how these procedures are followed. This affidavit will be kept with the Market Management for the season. Consumer queries regarding farming practices must be answered factually.
  - a. Failure to comply with this requirement will result in the offending Market Vendor being denied the opportunity to sell said products at the AFM.

### **C. Pricing**

1. Pricing of goods is the sole responsibility of the Market Vendor. The Market Manager does not have the authority to set prices. However, below-cost pricing is discouraged. This does not include sampling.

## **IX. HEALTH PRACTICES AND PERMITS**

- A. All Market Vendors must adhere to sanitary procedures as outlined by the department of Public Health – Seattle & King County.
- B. All prepared food Market Vendors and others wishing to offer samples must be approved by the department of Public Health – Seattle & King County.
- C. Any Market Vendor found by Public Health – Seattle & King County, selling contaminated foodstuffs or produce or selling at the Market without proper health precautions shall be suspended from selling until satisfactory clearance has been obtained from the department of Public Health – Seattle & King County, and the Market Manager.
- D. All Market Vendors must dress appropriately. Shoes and shirts are required. Pets are not allowed in food preparation area.
- E. Smoking is not permitted in the Market area or anywhere on Les Gove Park campus due to a smoke free park policy in the Auburn City Code Chapter 2.22. Market Vendors wishing to smoke must leave the Les Gove Campus. After smoking, Market Vendors must wash their hands before returning to their stall.
- F. Alcohol consumption or the consumption of any Federally illegal substance is prohibited in the Market area. Failure to comply with this requirement will result in the offending Market Vendor being denied the opportunity to participate in the AFM

## **X. WEIGHTS, MEASURES AND LABELING**

- A. All weighing, measuring instruments, or devices must be accurate and registered as legal for trade and meet local and/or state regulations for commercial scales.

- B. Devices must be placed in full view and readable by customers at all times. Devices may be checked for accuracy at the Market site by the Washington State Department of Agriculture's Weights and Measures division.
- C. Pre-packaged products must be labeled with the quantity and/or amount.

## **XI. SINGLE USE PLASTICS**

### **A. Plastic Bags**

1. Washington State Department of Ecology placed a ban on plastic bags effective October 1, 2021. All single-use plastic carryout bags are banned at the Auburn Farmers Market. Exception: Any single-use plastic bags purchased before October 1, 2021 can be used at the Auburn Farmers market until they are gone.
2. Market Vendors may charge a \$0.08 fee for all recycled content paper or wheat straw paper carryout bags and for all reusable carryout bags made of thick film plastic.
3. Market Vendors must provide a receipt to customers for the \$0.08 fee or include as a line item on the receipt.
4. Market Vendors should report the \$0.08 fees as revenue on their B&O taxes.
5. Market Vendors may NOT charge the \$0.08 fee when shoppers use SNAP (Supplemental Nutrition Assistance Program) also known as EBT (Electronic Benefits Transfer), SNAP Market Match, WIC FMNP (Women, Infant, & Children Farmers Market Nutrition Program) and Senior FMNP (Farmers Market Nutrition Program).

### **B. Single Use Service Ware**

1. The Washington State Department of Ecology requires food service businesses to only give customers disposable service ware upon request, including plastic utensils, straws, condiment packages, and cup lids for cold beverages.

## **XII. MARKET MANAGER**

- A. The Market Manager coordinates all the activities of the Market and implements Market policies, including oversight of the Market set-up and clean-up, daily assignments, collection of all stall fees and sales information, and assuring Market Vendor compliance with all AFM rules, regulations and policies.
- B. The Market Manager also acts as a conduit of information between the Market Vendors, volunteers, customers, and the Parks Department. The Market Manager has complete authority to interpret and implement Market policy.

## **XIII. LOGO USE**

- A. Participating Market Vendors are encouraged to include the AFM logo on their website.
- B. All other use is prohibited without the permission of the City of Auburn.

## **XIV. CHILDREN**

- A. Market Vendors must keep a watchful eye on their children at all times. The Market will take no responsibility for the safety or whereabouts of Market Vendor's children. Children under the age of ten years cannot be allowed to wander about the AFM and surrounding areas unsupervised. Market Vendors must also comply with all regulations regarding any employment of minors. Failure to comply with this requirement will result in the offending Market Vendor being denied the opportunity to participate in the AFM.

## **XV. EBT AND SNAP MARKET MATCH**

- A. AFM accepts EBT Tokens (food stamp benefits) and an EBT matching program, SNAP Market Match.
- B. For consistency of the program and clarity for the customer, AFM requires that ALL Market Vendors with eligible food items to participate in these programs.
  - 1. This includes Market Vendors with fresh fruit and vegetables, eggs, meat, fish, poultry, dairy, honey, cheese, and seeds and plants intended for growing food.
  - 2. Non-food and prepared, ready-to-eat foods are not eligible for this program.
- C. There is no cost to Market Vendors to participate in this program. Market Vendors will be responsible for submitting tokens and EBT matching program currency to AFM at the end of each market.
- D. The AFM will pay Market Vendors by mailed check following the City of Auburn Accounts Payable Schedule. The Accounts Payable Schedule can be provided to any vendor upon request
  - 1. Reimbursement checks may be delayed due to Holiday closures, staff illnesses, and other unforeseen circumstances.
- E. **EBT Tokens** can only be used for: baked goods, fruits, vegetables, fish & poultry, eggs, dairy products, honey, seeds and plants which produce food for the household to eat.
- F. **SNAP Market Match** can only be used for: Fruits, vegetables and plants which produce food for the household to eat.
- G. There shall not be a minimum purchase requirement for EBT or SNAP Market Match products. **No** cash can be given as change for EBT tokens or the EBT matching program currency. Customers **cannot** purchase prepared food or crafts with EBT tokens or the EBT matching program currency.
- H. Qualifying Market Vendors will be supplied with a red market bag at the beginning of each Market. Market Vendor will keep EBT and SNAP Market Match currency in this bag. At the end of each Market day, Market Vendor will return the bag to Market staff at the EBT booth, who will safeguard the contents of the bag and count/confirm the currency amount with the Market Vendor and another staff member. Staff will record the currency amount on a receipt, sign it, and provide a copy for the Market Vendor's records.
- I. Market staff will send a copy of the receipt to the City's Finance Department, where it will be processed for reimbursement as a part of the City of Auburn's regular Accounts Payable Schedule. Checks are scheduled to be printed and mailed out twice each month.
- J. The AFM is not responsible for delays caused by events beyond the control of Market staff. Every effort will be made to adhere to the published Accounts Payable Schedule.

## **XVI. EXTREME WEATHER POLICY**

A. Our market operates rain or shine. Vendors are required to bring any items necessary for comfort and safety including tent walls, hydration, heating/cooling sources, layers of clothing. We do not cancel for inclement weather except in the case of:

1. **EXTREME HEAT:** The Manager may cancel the market for excessive heat. To stay abreast of quick changing patterns, the Manager will monitor weather reports, the National Weather Service Heat Index, and advisories for our region. Based on this data, the Manager will determine if the forecast creates a serious risk of heat-related illness to participants of the Market. The Market will be open unless Vendors are notified by email or phone call that it will be closed due to heat. As a guide, the manager will typically cancel the Market if the temperature is above 100 degrees or the region is under a heat advisory recommending that all groups stay inside on the day of the Market. If the Market is open, it is a Vendor's responsibility to protect themselves and their workers against heat illness.

2. **AIR QUALITY:** Full market cancelation will occur if- the official reading from <https://www.airnow.gov/aqi/aqi-basis/> reaches "PURPLE" or "MAROON", which represents an Air Quality Index level of 200 or above and indicates "Very Unhealthy" or "Hazardous" Conditions for all groups.

3. **WIND/LIGHTNING:** Potential full market cancelation or early closure in the event of extremely high winds at a consistent speed of 20mph or above and/or severe lightning. This will be a decision made by the Auburn Parks, Arts & Recreation Department either prior to market beginning or spontaneously in the event of a storm occurring during market hours.

B. We all have varying degrees of health and wellness that we need to adhere to. Should you need to cancel due to severe heat or air quality, you are asked to still adhere to the cancelation policy in section V of these rules. This will allow us to fill your space and to adjust to your absence as needed. Watch the forecast and stay abreast of what's to come. You will not receive a refund for stall fees if you do not cancel according to the rules set forth in this document.

## **XVII. ANTI-HARASSMENT / DISCRIMINATION POLICY**

A. It is the City's policy to provide an environment for its Market Vendors, staff and market customers which is harmonious and free from discrimination, intimidation and harassment. The City will not tolerate racial, ethnic, religious, disability, or sexual oriented behaviors by Market Vendors or their staff. The City expects all Market Vendors and their staff to work in a manner that respects the feelings and dignity of their co-vendors, co-workers, and the market customers. Market Vendors and their staffs may not engage in any unfair practice identified in RCW 49.60.180 and/or 42 U.S.C. §2000e-2 in the performance of any services or activities at the Farmers' Market.

- B. Market Vendors, their staff, or customers observing or having knowledge of incidents or practice within the Market which are harassment or discrimination, as defined in this policy, may report their observations to the Manager. The person should be prepared to discuss the specific allegations, the date(S) on which the incident(s) occurred, the individual(s) involved, and if there are other witnesses. Market Vendors or staff who, in good faith, report legitimate harassment or discrimination will not be subjected to any form of retaliation.
- C. Harassing, discriminatory, or retaliatory conduct found to be occurring at the Market shall be considered a violation of the Code of Conduct and shall be subject to the procedures in section XVIII of these rules.
- D. Harassment is unwelcome conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, older age (beginning at age 40), disability, or genetic information (including family medical history). Discrimination occurs when an individual is treated unfairly because of the person's race/color, national origin, creed, sex, sexual orientation/gender identity, veteran/military status, mental or physical disability, use of a service animal, or age (over 40).

## **XVIII. CODE OF CONDUCT**

- A. The purpose of this Code of Conduct is to promote a pleasant atmosphere of cooperation and support at the Auburn Farmers Market and to assure a safe and friendly environment.
- B. All persons shall conduct themselves in a manner which will maintain a safe, pleasant, considerate, and friendly atmosphere.
- C. Violations of code of conduct
  - 1. The following are examples of violations of the Code of Conduct:
    - a. Alcohol, tobacco, or illegal drug use.
    - b. Harassment or discrimination based on race, color, sex, religion, gender, national origin, age, marital status, sexual orientations, veteran's status, creed, political ideology, ancestry, presence of any sensory mental or physical handicap, or presence of a disability, or presence of any other protected status or characteristic.
    - c. Use of lewd or profane language.
    - d. Abusive behavior including verbal harassment, menacing actions, physical violence, sexual harassment.
    - e. Destruction, damage, or theft of property at the Market site.
    - f. Interference with the operation of Market Vendors, or with presentations, demonstrations, entertainment, or services.
    - g. Interference with the activities of other persons or interruption of commerce at the market, including disruptive noise.
    - h. Interference with the work of staff or volunteers.
    - i. Poor personal hygiene which interferes with participation of others in the Market.
  - 2. Procedures for resolving violations of the code of conduct

- a. Staff will advise the person that the behavior is a violation of the Code of Conduct.
  - b. When appropriate, staff will refer the person to resources or agencies or contact the person's family for assistance.
  - c. Farmers Market participants/volunteers/staff should report any violations of the Code of Conduct to the Farmers Market Manager or to other staff if the Manager is not available.
  - d. The person violating the code of conduct may be asked to leave the Market site if the conduct does not stop.
  - e. Public safety officials may be called if the above procedures fail to halt the disruptive behavior.
  - f. Temporary or permanent exclusion from the Farmers Market is permitted for Code of Conduct violations. Length of exclusion will be determined by severity of offense and if offense is repeated or habitual.
  - g. A written report of any verbal or written warnings and exclusion shall be prepared by the Farmers Market Manager and a copy forwarded to the Director of Parks, Arts, and Recreation.
  - h. This Code of Conduct shall be made available to participants and clearly posted.
3. Appeal of any decision may be made in writing to the Parks, Arts and Recreation Director.

## **XIX. ENFORCEMENT & GRIEVANCE POLICY**

The Market Manager has the right to restrict Market Vendor participation in the Market for violations by Market Vendors of these AFM Rules and Regulations. Disciplinary decisions of the Market Manager shall be delivered to the affected Market Vendor(s) in person on-site. Additional follow up, if applicable as determined by the Market Manager may be delivered to the Market Vendor off-site via a phone call, email, video, or a letter mailed to the affected Market Vendor(s) at their mailing address as set forth on their application.

- A. Market Vendors who are aggrieved by a disciplinary decision of the Market Manager shall have a right to a hearing before the Auburn Parks, Arts, & Recreation Director regarding any disciplinary action imposed on them. Such Market Vendor must submit a written request for a hearing before the Director by delivering the written request to the Market Manager within ten (10) days of receipt of the disciplinary decision.



- B. The Market Manager may take immediate action to expel a Market Vendor from the AFM, when deemed by the Market Manager to be necessary for preservation of public safety. In the event of a public safety concern, the Market Manager shall advise the offending Market Vendor of the concern and shall demand that the Market Vendor cease the activity that is causing a risk to public safety, as determined by the Manager. If the Market Vendor does not immediately cease such offending conduct, the Market Manager may instruct the Market Vendor to immediately leave with their produce, products, equipment and property. If the Market Vendor fails to timely remove such produce, products, equipment and property, the AFM shall have all property of Market Vendor removed from the premises at Market Vendor's expense. In the event of any damage to Market Vendor's property if/when removed by the Market Manager following the failure of the Market Vendor to so remove, the AFM is relieved and discharged from any/all loss or damage caused by such removal. The AFM shall not be responsible for storage or safekeeping of property removed or left at the AFM site.
- C. Market Vendors having a dispute/conflict with the Market may, at any time, file a written grievance to the Parks Department. The Market Manager and Parks Department will review the complaint.