

Freedom Farmers' Market Operating Policies

The Freedom Farmers' Market (FFM) was founded to provide sustainably-produced, local products to Atlanta consumers. The Market works to support local growers and food producers by providing a direct market for their products in an atmosphere that is conducive to the exchange of information and ideas between the original producer and the consumer. It aims to educate Georgia consumers about the importance of sustainable agricultural systems and larger issues surrounding ecology and sustainable food production.

Membership:

1. We select a diverse group of vendors and take into account all products available at the markets. Vendor requirements are governed by Article V of the Freedom Farmers Market Bylaws. Completed applications will be processed in a timely fashion by the Market Manager and the Board of Directors. Additional information about the applicant and products may be required before an application can be fully considered.
2. No person will be allowed to sell products until their application has been accepted and approved by the Board of Directors. An Application is not completed until fees are paid as defined in the Application form(s). The Freedom Farmers Market, reserves the right to prohibit anyone from selling at the market. The Board of Directors with or without cause may revoke privileges. In the event of revocation of privileges fees and weekly dues paid will not be refunded.
3. FFM prioritizes "producers" whenever possible.

What Can Be Sold 70% farm 30% other vendors

- 1. Raw Agricultural Products** grown by the vendor which meets FFM standards. This includes fruits, vegetables, grains, herbs, flowers, bedding plants, and potted plants. No resale of pre-finished plants is allowed.
- 2. Value-Added Agricultural Products** produced by the vendor which meets FFM standards. This includes products made of raw agricultural products that have been processed or any whose sale a government agency regulates. Examples are jams, jellies, sauces, oils, vinegars, pickles, baked goods, molasses, cider, soap, frozen fruits and vegetables, and picked-out nuts. Use of local farm ingredients is strongly encouraged, especially from FFM farmers. If the ingredients are available locally, it is expected that you will purchase it from a local and sustainable source. Vendors must abide by all applicable federal, state, and local health regulations. In addition, they must adhere to federal guidelines on labels.
- 3. Meat and Other Animal Products.** This includes meats, poultry, milk, cheese, eggs, seafood which is wild harvested in a sustainable manner by the vendor, honey, wool, leather, and other products derived from animals. Vendors must abide by all applicable federal, state, and local health regulations and inspection offices. In addition, they must adhere to federal guidelines on labels. No live animals may be sold at the market.
- 4. Prepared Foods in the Pop up Chef Tent** may be sold by approved commercial kitchens certified by the Georgia Department of Agriculture. Prepared food purveyors should attempt to use natural or organic ingredients from local sources. Use of local farm

ingredients is strongly encouraged, especially from FFM farmers. If the product is available locally, it is expected that you will purchase it from a local and sustainable source. The source for all meats needs to be pre-approved by market staff. Sustainable practices are important in obtaining approval (i.e.: from another FFM vendor if available, organic, local, grass-fed, free-range). All vendors must submit a list of ingredients and sources to be pre-approved by Market Manager. If using a seasonal menu, regularly update the Market Manager and get pre-approval.

Market Fees:

The FFM will collect fees from all vendors based on the number of 10 x 10 spaces the vendor uses. Vendors may be eligible for a discount if they pay for an entire year in advance before the first date of the main market season. If the market does not run the full 42 weeks (Main Market Season) due to unforeseen circumstances any vendor who has paid in advance will be refunded for closed weeks at the rate they paid. However, if the vendor pays in advance but chooses not to attend the market, the vendor does not receive a refund.

Monthly at \$25.00/ week for a 10x10 space, paid the first market day of the month. If the vendor is a rotating vendor they pay for the number of scheduled dates for that month. Yearly at 20.00/week for a 10x10 space, must be paid in advance.

Payment can be made online through a QuickBooks invoice or at the first market attended by the vendor. Full-season payments must be made within 2 weeks of acceptance into the market. Once a vendor is established at the market, fees are paid monthly at the beginning of the month and paid online or at market. Any vendor refusing to pay owed fees will be permanently dismissed from the market.

Market Operations:

1. Market Schedule and location

The Freedom Farmers' Market is located in the parking area of the Carter Center at 453 John Lewis Freedom Pkwy NE, Atlanta, Georgia 30307. FFM operates every Saturday, January through December. Hours of operation are 8:30 am to 12:00 pm year round. The market will not be open some dates due to scheduled events at the Carter Center that will occupy the designated market area. Those dates will be posted as soon as they are known.

2. Stall Occupancy

Space assignments shall be made by the market manager for each market day. Location of spaces will be decided on consistency of attendance. The market manager may require a vendor to move from one space to another at any time for any reason however every effort possible will be made to assign a vendor to a regular space each week for the entire season. No vendor shall sublease, sell, or permit anyone to use his/her space.

No full-season additional space will be available after the application process has closed for the season. If a current vendor desires one additional space for a specified market the fee is \$25 pending availability. Requests should be made through the market manager.

3. Tents

All vendors are required to have their own tent and display set-up. Tents must always be safely secured from unexpected weather events with a minimum of 20 lb. weights securely attached to each leg.

All vendors must remove all trash from their tent space and remove it from the site at the close of each market.

4. Stall Appearance

It is the responsibility of individual vendors to maintain a clean and healthful condition within their assigned area and to leave that area free of debris. Products should be displayed in an attractive manner. Vendors should have a clearly visible sign designating the name of their farm/business.

5. Arrival and Set-up and Break-down

Market load in starts at 6:30am and ends at 8:00am. Vehicles must be out of the market area by 8:00am at the latest, so plan accordingly to be unloaded and moving your vehicle by this time. No vehicles can enter the market after 8:00am. If there is an emergency call the market manager and they will assist you in bringing your product into the market without your vehicle. Please move vehicle before you start setting up your stall. Vendor stalls must be set up by 8am. However, any vendor can sell their products before the start of the market at 8:30am.

No vendors can break down their booths or pull their cars into the market area before market is closed at Noon. At 12:00pm you can start to break down your booth and bring your tokens, counted and separated to the info booth for reimbursement. At 12:15pm you can drive into the market to load up and leave. Vendors must vacate the premises by 2pm.

6. Parking

There will be a designated parking area for all market vendors. Vendors must park in the designated area in order to leave other parking areas for the customers or the Carter Center visitors.

7. Labels and Prices

Vendors are required to label all products with a minimum of the item's name and price. If a product offered for sale is produced by someone other than the seller, that farm of origin should be indicated (and they should also be a member of the market). No vendor may use the adjective "organic" or "naturally grown" to describe their products unless they have provided the FFM staff with an up to date certificate. We encourage such certificates to be displayed at the vendor's booth. The market requires vendors to truthfully represent their products and operations.

8. CSA and Box Programs

Vendors cannot operate a CSA pick up location at Freedom Farmers Market or any other program that might be misconstrued as a CSA program/ Pre-sold, etc.

8. Market Staff

There will be a market manager and/or additional volunteers every Saturday. Staff is responsible for assigning spaces, enforcing regulations, collecting fees and operating the market information booth. Volunteers will often be delegated to communicate and/or carry out activities on behalf of the market staff and should be respected by the vendors.

9. General Code of Conduct

All vendor members, as well as their children and staff, whether at the Market site, board meetings, committee meetings or Market functions, will behave toward Market customers, Market members, staff and volunteers in a professional manner that fosters a sense of Market community and camaraderie, and a spirit of cooperative involvement that promotes the Market as a whole to the communities it represents and serves. Department will be an on-going factor in determinations of vendor members' good standing to continue doing business at FFM.

1. Vendor members, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at FFM including, but not limited to, their employees, agents, family, and volunteers.
2. Staff, volunteers, vendors, customers and visitors will not be subject to language or actions considered to be abusive, profane, threatening, or harassing. The use of discourteous, harassing, intimidating, threatening, insulting, or abusive language, gestures, etcetera, either in person or by electronic/digital means/social media, constitutes a violation of Market Rules and will constitute immediate and permanent expulsion from the Market.
3. Threatening behavior, vandalism and the use or threat of violence by a Vendor or his/her employees or agent constitutes a violation of Market Rules and will constitute immediate and permanent expulsion from the Market.
4. Possession of firearms by a Vendor or his/her employees or agent constitutes a violation of Market Rules and will constitute immediate and permanent expulsion from the Market.
5. Fraudulent, dishonest or deceptive merchandising constitutes a violation of Market Rules and will be subject to the Market expulsion.
6. Smoking is not allowed anywhere on the Carter Center property and therefore is not allowed in the market area.
7. No illegal substances shall be consumed, kept, bought, or sold in any rental space.
8. FFM will follow the Carter Center pet rules which require all pets to be on a leash. Care must be taken to place food items away from contamination.
9. Solicitation for products, services, or charitable contributions not meeting the FFM criteria, or by vendors other than FFM vendors will not be permitted.
10. All vendors will be responsible for the actions of their employees and/or agents.
11. We believe the Market should be a comfortable environment for Customers and Vendors, therefore, any grievances should be taken up with the Market Manager in a timely manner but not at a time that would interfere with regular Market Manager duties. The Market Manager will be responsible for notifying the Board of Directors concerning all grievances. Grievances should be handled between the Market Manager alone any attempt by a Market Vendor to cause division and upheaval at the FFM by unnecessarily involving other Vendors and/or customers will subject said Vendor to a Board review which could result in said Vendor being placed on probation and/or possible expulsion from FFM. Every attempt will be made to handle any grievances fairly and confidentially. If the Board deems it necessary it may bring in a third party for mediation. The Board decision will be final and cannot be appealed.

Cancellation of the Market:

In the event that the Carter Center holds a Saturday event that will need the space the market occupies, we will cancel market and reimburse pre-paid fees for that day.

Cancellation due to inclement weather is the decision of the market manager and the Board of Directors. The decision will be made by 4:00AM the morning of the market and communicated to vendors immediately. If the market is cancelled, no vendor is permitted to sell from their truck or tent at the FFM site. The site will be officially closed to vendors.

Market Manger:

The FFM will employ a market manager whose duties include collecting daily fees, assigning spaces, supervising the market, planning and implementing events at the market, fundraising, and other duties assigned by the Board. The manager will be responsible to the Board and report any violations of rules to the Board. The manager will be the final authority on the day of market. Objections to decisions or actions by the market manager may be appealed to the Board for later consideration.

The market manager is Holly Hollingsworth.

Liability, Certifications, Licenses and Taxes:

FFM does not carry insurance policies to cover individual vendors or other participants in the FFM. FFM vendors are required to carry their own personal, general and product liability insurance. Participation in the FFM must be listed on the policy.

All vendors are required to provide copies of all applicable certifications and licenses to the FFM before beginning participation (annually), and are strongly encouraged to keep these certifications and licenses with them during market hours and display them when required by law. Failure to keep these certifications and licenses current will be considered a violation of the market rules.

The FFM and its' Board of Directors are not responsible for the paying of sales taxes for individual vendors. This responsibility lies with the individual market vendors.

SNAP/Food Stamp Tokens:

The Market takes credit cards and SNAP/EBT cards, providing shoppers with wooden tokens. Vendors are required to accept the "red" wood tokens in accordance with state SNAP/EBT laws. Vendors will be reimbursed by check for the value of all their tokens from the Staff at the end of market each week. Staff will go over the rules of EBT token usage with each vendor at the beginning of the market season at the annual vendor meeting.

Important Legal Information about SNAP/EBT:

Vendors are only allowed to sell edible products, food bearing plants, and/or food plant seeds packaged to shoppers using "RED" SNAP/EBT tokens.

No change is to be given for "RED" (SNAP/EBT) tokens. This is prohibited. Change given could be misconstrued as Fraudulent and Fraud involving SNAP/EBT is a violation of federal legislation.

ANY violation of these rules makes the entire Market subject to a loss of SNAP/EBT authorization. Additionally, failure to comply with these rules is a violation of market rules.

Dispute Mediation:

If a dispute arises between vendors, market staff will mediate and decide what action, if any, is to be taken. All decisions of Staff are final. If a dispute arises between a vendor and staff, a member of the FFM Board will mediate and all decisions will be final. Vendors are welcome to formally file a written complaint. In the case of a written complaint, a written decision will be given to each vendor involved within one week. All decisions are final. This

market is undertaken in a spirit of collaboration in the hopes that all vendors will work together for a healthier, more secure food system in our community. Outside of formally filing a complaint, derogatory comments or actions concerning The FFM, the market staff, and its policies among vendors, volunteers or the media will not be tolerated. In some cases, sanctions for spreading negative rumors may be warranted as decided by the market staff. While markets should be places for free and open exchange of thoughts and ideas, specific negative talk about particular vendors or management can harm public confidence in the market as a whole, resulting in lost sales for all of the vendors.

Customer Complaint Policy:

All customer complaints should be directed to the market staff. Customers are welcome to formally file a written complaint which will be handled by the market staff, who will decide what action to take if a vendor is involved. Any vendor receiving a written complaint will receive a copy of the complaint and may be subject to our violation policies.

Hold Harmless Clause:

All authorized vendors participating in the Freedom Farmers' Market are independent operators and not partners or joint ventures and shall be individually and severally liable for any loss, personal injury, deaths, and/or any other damages that may occur as a result of the vendor's negligence or that of its employees, agents and associates. All vendors agree to indemnify and save Freedom Farmers Market and The Carter Center harmless for any loss, costs, damages and other expenses including attorney's fees, suffered or incurred by Freedom Farmers Market by reason of vendor's negligence or intentional misconduct or that of its employees, agents and associates: provided that the vendor shall not be liable for nor required to indemnify Freedom Farmers' Market or The Carter Center for the negligence of them or that of their servants, agents, employees or associates.

Non-Discrimination Clause:

The FFM will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.

Violation Policy:

The market strives to maintain a professional, welcoming place to both support small business and food security. Therefore, we must enforce our rules fairly and consistently for all vendors. Failure to immediately comply with rules as requested by the market staff shall be cause for the revocation of right to sell and expulsion from the market.

The FFM Board of Directors reserves the right to inspect any FFM Member's farm or place of production at any time. Such inspections may or may not be announced. The primary purpose will be to determine whether the Member is in compliance with FFM operating policies and by-laws.

The Board of Directors retains the right to limit or revoke any vendor's membership in the FFM at any time for any reason.

Upon expulsion the vendor shall promptly vacate premises. Failure to immediately vacate shall be the cause for a removal of the vendor's property from the premises at the vendor's expense. The market is relieved and discharged from any and all losses or damages caused by such removal. The FFM shall not be responsible for storage or safekeeping of property so removed.