



“The Farmacy” Farmers’ Market

60022 Olive St • Smithville, MS

Vendor Agreement

Rules, Terms, & Conditions

Vendors are responsible for reading these rules and accepting them by signing the agreement at the end.

I. Items Permitted for Sale

All varieties of locally grown/harvested produce, plants, flowers, trees (or seedlings), including, but not limited to:

- raw vegetables
- fruits
- edible plants
- eggs
- honey
- cheese
- shelled peas/beans
- nuts
- herbs
- spices
- bedding plants
- pickles
- condiments
- preserves
- jellies & jams
- pastries
- baked items
- spreads
- fruit juices
- dried/fresh flower arrangements
- poultry fowl
- sausages
- smoked meats
- milk
- seafood
- meat
- cut firewood

Prepared Items Permitted for Sale

- flavored vinegar
- condiments
- preserves
- jellies & jams
- pastries
- baked items
- sausages
- cheese
- spread

Refrigerated Items

Refrigerated items must be brought to the market cool and kept cool. If you require a power outlet, please indicate that on the application.

Non-native Plants & Produce

Non-native Mississippi grown plants/produce may be sold as a convenience to market patrons but must be approved by the Market Manager or Market Committee. All items sold at the market must meet the guidelines set by the Market Committee. Vendors must be local farmers from the following counties:

- Monroe
- Itawamba
- Lee
- Chickasaw
- Pontotoc
- Calhoun
- Webster
- Clay
- Lowndes
- Oktibbeha

Vendors may choose to bring items that are non-native Mississippi grown plants and items not grown in the above counties if the amount of such products does not exceed 25% of the vendor's total items (per visit).

Fundraising

Non-profit fundraising sales may be permitted at the Market Manager's discretion.

Crafts & Artisan Items

Crafts are incidental to the purpose of the market, which is primarily agricultural. No more than 33% of the total number of vendors registered at the market may be craft or artisan in nature. Vendors or members of the vendor's household must produce all the craft items sold. These must be handmade items. **Absolutely no resales are permitted. Allowance of craft items is at the sole discretion of The Farmacy Market Committee and the Market Manager.** The following crafts are generally permitted at the market.

- wood carving
- quilts
- lotions
- weaving
- wreaths
- wood planters
- pottery
- baskets
- arts/crafts related to the kitchen or garden
- doilies
- candles
- afghans
- soaps

Other items may be allowed at the discretion of the Market Manager. Services incidental to the making of food may also be permitted at the discretion of the Market Manager.

II. Fee Structure

1. Season Length: **June – August; October**
2. Time: **Every Saturday 7:30a – 11:00a**
3. Weekly booth fee: **n/a (current season)**
4. Yearly booth fee: **n/a (current season)**
5. Special event fee: **May be charged at the discretion of the Market Manager**
6. On occasion throughout the year, The Farmacy Farmers' Market may plan special fundraising and community events. The dates will be made available upon creation. All special events are included for those vendors.

III. Space Assignments

Priority for booth space will be given to those who plan to sell each market day for the entire market. Please let the Market Manager know what your market schedule will be for the season. If you know that you will not be able to make a market, please inform the Market Manager **by 5:00p on Wednesday**. Spaces will be held until **30 minutes before the start of the market**. Please contact Marilyn Sumerford at 662-315-2380 (text or call) if you are running late.

IV. Setup & Cleanup

On market day, vendors may begin setting up as early as 7:00a. Vendors must be prepared to sell by the opening of the market at 7:30a. The Farmacy Farmers' Market may have a limited supply of tables and chairs, but vendors are responsible for providing their own merchandise display. The indoor market space is climate controlled, but vendors may use pickup beds in designated spaces outside. **Please secure extension cords so they are not a trip hazard.**

Saturday selling will **begin at 7:30a** and will **end at 11:00a**. You may leave when you have sold out if it is earlier than the close of the market.

Storage

No on-site storage is available.

Vendor Displays & Pricing

Vendors will not be allowed to set up their display after opening unless prior arrangements are made with the Market Manager and Market Committee. This is dependent upon the Market Manager's approval.

Vendors are encouraged to post prices for all items sold. Market vendors determine their own prices, but it is recommended that prices reflect accurate and fair value. Vendors are encouraged to post their business signs or farm name.

Vendors are prohibited from displaying or distributing political materials, religious materials, or items of similar nature. Any displayed materials should directly relate to the items being sold.

Organic Items

Only certified organic growers may use and display the term "organic" in their advertising at the Farmers' Market. Using the term "organic" is not permitted unless the producer can provide a certificate from the State of Mississippi that the product is, in fact, organic. Vendors may use the term "pesticide-free."

Clean Up

Vendors may be responsible for all clean-up of the area they are assigned. The area should be clear of all debris, including leftover products and trash. If repeated warnings are issued due to the inability of the vendor to honor this section of the agreement, a meeting with the Market Manager will be required to determine future eligibility.

The Market will provide trash bins for market visitors. Vendors are welcome to use these bins for small items, but not for bulky trash or leftover produce.

Transactions

Vendors are responsible for their own change and collecting payment for products. Any exchanges and/or refunds are at the vendor's discretion.

Prohibited Items & Practices

The Town of Smithville ordinances will be strictly adhered to and extends to the Farmers' Market.

- No firearms are allowed on the premises.
- Use of alcohol, controlled substances, and gambling are not allowed anywhere on the Market grounds.
- There will be no smoking allowed at the Market.
- Any vendor under the influence of drugs or alcohol is subject to expulsion from the Market.
- Fraudulent, dishonest, or deceptive practices occurring at the Market should be reported to the Market Manager and may result in revocation of permission to sell at the Market.

V. Sales Taxes & Permits

Vendors will be responsible for determining what items are taxable and for collecting their own sales tax, if applicable. Vendors do not need to obtain a business permit for selling in the Town of Smithville for market purposes.

Vendors are responsible for being aware of and abiding by all Federal, State, and local laws regulating the sale of his or her product to the general public. **It is the responsibility of each vendor to investigate all governmental regulations applicable to his or her individual product lines and sales endeavors, and to abide by all such regulations.**

Food Handling & Safety

It is the responsibility of each vendor to follow safe food handling procedures in order to assure the public's health, safety, and welfare. It is recommended that each vendor growing, raising, or harvesting food for sale, selling fresh food, or food that has been processed should have a Certificate of Attendance from a Food Safety class by the Monroe County Extension Service.

It is the responsibility of vendors weighing products to maintain any scales (NTEP) in use in the proper operating conditions, and that they are accurate and used appropriately.

VI. Vendor Conduct

Vendors shall conduct themselves in a courteous manner. Music, either live or recorded, may not be played at the vendor booths without the Market Manager's approval. Profanity, threats, violence, fighting, or any other disturbance of the market's peace will not be permitted. **Tobacco use in any form is not permitted on the market property.**

Vendors are responsible for any minors or small children who accompany them to the market.

The riding of bicycles or other similar devices in the vendor/Market area is prohibited. Vendors shall not perform any action that reflects negatively upon Access Family Health Services, the Town of Smithville, The Farmacy, or the Farmacy Farmers' Market Committee.

VII. Violations

Complaints against any vendor, whether by a guest of the market or by other vendors, will be addressed by the Market Manager. Decisions made by the manager are final. If the Market Manager determines a vendor to be in violation of any provisions which may interfere with the smooth operation of the market, penalties may be applied. Possible violations include, but are not limited to the following:

- Not advising market management that you will not attend the market when expected (unless there is an emergency).
- Arriving late
- Leaving early (unless the vendor has sold out of their product)
- Failure to clean up an area
- Selling items not within the guidelines of the market
- Profanity, threats, violence, fighting, or any other disturbance of the market's peace
- Using tobacco products of any kind
- Playing live or recorded music at a vendor's booth that is not part of the pre-approved market management entertainment

Punishment for Violations

Failure to abide by these rules and regulations will result in the following punishment.

- 1st offense: Verbal warning
- 2nd offense: Written warning
- 3rd offense: Market vendor privileges revoked for a minimum of one (1) year from the date of the 3rd offense.

VIII. Disclaimer

The market reserves the right to modify these rules and regulations at any time. The market reserves the right to refuse the application of any vendor at any time and for any reason.

IV. Agreement

*I have read the rules of The Farmacy Farmers' Market and agree to abide by them or relinquish my right to participate in the market. I agree to allow the Market Manager or designee to tour my farm or operation, if deemed necessary. **I agree to hold harmless ACCESS Family Health Services, the Town of Smithville, the property owner, the Market Manager, and/or The Farmacy for anything that may occur beyond their control while I am participating in the market.***

Vendor Name (please print)

Vendor Signature

____/____/____
Date

Reference name: _____

Reference phone: _____-_____-_____

Send application to:

Marilyn Sumerford

662-651-4648 **fax**

msumerford@accessfhs.com **email**

Submit this application online at accessfhs.com/farmacy and use the [Vendor Application](#) link.