

**CHEYENNE FARMERS MARKET®**

**RULES, REGULATIONS and AGREEMENT TO FOLLOW**

The Cheyenne Farmers market® is brought to you as the annual fundraiser of Community Action of Laramie County, Inc. (CALC) and is managed by CALC, the Board committee, market coordinator and the market manager.

**RULES OF OPERATION**

**Time & LOCATION:**

The Cheyenne Farmers Market® (CFM) has been relocated to 15th Street between Pioneer and O’Neil Avenues.

Market dates are every **Saturday, August 4th to October 6th from 7:00 a.m. to 1:00 p.m**.

**MARKET DAY ARRIVAL/DEPARTURE:**

Vendors arrive between 3:00 a.m. and 6:00 a.m. to set-up and be ready for sales by 7:00 a.m. The Market Manager reserves the right to relocate or refuse late arrivals.

Vehicles must be moved from the market area prior to 7:00 a.m. We have secured the lot next to the Depot Museum for vendor parking.

Vendors shall not sell prior to 7:00 a.m. and all sales shall cease at 1:00 p.m.

For safety reasons, departure prior to 1:00 p.m. will not be allowed. Violation of this rule will result in the assessment of a $25 fee, a second violation will result in relocation or dismissal from participation. See the Market Manager should you have an emergency and need to leave.

**Booth Space:**

Vendor spaces will be assigned and vendors MUST respect their allocated space(s) and dimensions.

Vendors shall provide their own trash receptacles, tents and weights, tables, chairs and all other supplies.

All tents shall be weighted with a minimum of 35 lbs. at each leg. There is no exception to this rule. Weight examples: cinderblocks, 5 gallon buckets filled with water or rocks, PVC pipe filled with sand.

All vendors will display their products neatly and attractively with consideration for other vendors and our consumers.

Vendors are required to keep their tent with weights set-up, and to maintain a presence at their booth, until the end of the market at 1:00 pm.

Participants are responsible for, and must remove, all debris from their space prior to leaving the market. A $25 fee will be assessed if your space is not properly cleaned. Should you be assessed two or more fees due to uncleanliness you may be asked not to return to the Market.

**PARTICIPATION:**

All participants must complete the application process with CALC and be assigned space(s).

Products sold at the market must be grown or produced by the seller or a member of the vendor’s organization. The

Board may grant an exemption to re-sell produce that has been purchased *directly from another local grower or*

*producer*.

Resold produce MUST be pre-approved by the CFM Committee, Market Coordinator or the Market Manager prior to

being brought to the market. Resold produce must be labeled as such. Market management may request

sourcing information including farmer name and farm location if, at managements discretion, they have reason to

believe that produce items are not directly sourced.

While preference is given to returning vendors, the market is based on a first come first served basis. Upon receipt

of the completed Vendor Application, signed Rules, Regulations and Agreement to Follow and payment of space fee,

CALC and the CFM will reserve your space(s) for the season or specified dates.

Individual space dimensions are 12’ x 12’. Care should be taken to not block the view of neighboring vendors or the flow of traffic or to encroach on areas assigned to other vendors.

Only products approved in the application process may be sold.

Concessions and artisan spaces will be kept to a maximum of 10 market spaces.

All participants must display their name, address and phone number at their assigned space as a matter of public record.

Prior to commencing sales, market prices for all items must be visibly posted.

No vendor is permitted to conduct business of any kind outside of their assigned booth, including product sampling or marketing materials.

Space assignments and market agreements are not transferable. Space assignments are subject to change at the discretion of the Market Manager or his/her designees.

ALL PARTICIPANTS **will** **accept CFM Credit/Debit tokens at their booth**. **EBT (SNAP) tokens must be accepted for**

***eligible* items. PLEASE, DO NOT TELL CONSUMERS WE DO NOT ACCEPT CREDIT/DEBIT CARDS or SNAP, WE DO.**

Patrons can process a credit/debit card transaction at the CALC booth to purchase tokens which are used same as cash with vendors. These tokens will be redeemed each week. Vendors MUST be familiar with the following:

* **EBT (SNAP)** tokens have a cash value of **$1**. They are plastic and **GREEN** in color.

Cash change **CANNOT** be given for any EBT (SNAP) tokens (green). Consumers are **prohibited from purchasing**

**the following with the SNAP tokens**: beer, wine, and liquor; tobacco products; **non-food items; food meant to**

**be eaten on site; hot foods**; vitamins or medicine. **Vendors are** **NOT** **to accept green tokens for these items.**

* **Credit/Debit** tokens are **BROWN** wood tokens with a cash value of **$5**.

These tokens are to be treated the same as cash and may be used to purchase any and all products sold at the

Cheyenne Farmers Market®. Cash change may be given for these tokens and all vendors shall accept them.

**SPACE and VENDOR FEE STRUCTURE:**

Vendor fees are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  SPACE SIZE | FULL SEASON10 Markets | PARTIAL SEASON5 or Fewer Markets | ONE-TIME FEE |
| 12’ x 12’ Space (1) | $350.00 | $200.00 | $50.00 |
| 12’ x 24’ Space (2) | $700.00 | $400.00 | $100.00 |
| 12’ x 36’ Space (3) | $1050.00 | $600.00 | $150.00 |
| 12’ x 48’ Space (4) | $1,400.00 | $800.00 | $200.00 |
| 12’ x 60’ Space (5) | $1,750.00 | $1,000.00 | $250.00 |
| 12’ x 72’ Space (6) | $2,100.00 | $1,200.00 | $300.00 |

In addition to space fees, vendors will be charged a fee of five percent **(5%) of their honest gross sales,** to be reported and paid each week. Vendors selling non-food items, such as plants or crafts, sell those items under the Comprehensive Merchant License purchased by CALC. An additional two percent (2%) fee will be charged to vendors for non-edible sales to cover the expense of the license.

**SALES TAX:**

**Effective 2018:** If you sell non-edible items, it is your responsibility to remit sales tax to the State of Wyoming. CALC will no longer remit sales tax to the state on behalf of the vendor. For more information call the Department of Revenue at (307) 777-5200.

**Artisans:**

We are happy to include a limited number of artisans. Only handmade crafts designed and created by the vendor or a member of the seller’s family or company may be considered. Resale by artisan vendors is not permitted. Art and craft vendors will be admitted as space allows and at the discretion of the CFM committee and market management.

**CONDUCT:**

Vendors who are dishonest about product or sales, or who are not in compliance of market rules will be reviewed by CFM committee and/or management and participation may be terminated.

Vendors are expected to conduct themselves in a courteous and professional manner towards fellow vendors, customers, neighboring businesses and town officials. Any vendor who displays any harmful activity or is subject of a complaint will have membership reviewed by CFM committee and/or management, participation may be revoked.

**LABELING, LICENSING AND REGULATIONS:**

All participants must purchase a Food Wagon/Cart license from the City of Cheyenne prior to participation in the Cheyenne Farmers Market®. The ordinance is in City Code Title 8, chapter 8.40 and **requires all participants to have a fire extinguisher at their booth** and, if utilizing a canopy, it **must be fire proof**. Community Action (CALC) must have a copy of the license prior to set-up at the first market.

Processed foods must be clearly labeled, displaying the name and address of the producer, and must be approved by your state Department of Agriculture/Consumer Health Services Division or through your local Department of Health. Proof of out-of-state licensing and inspections must be submitted to the Wyoming Department of Agriculture in order to get a Wyoming vendors license.

Your vendor license from the Department of Health or the Wyoming Department of Agriculture and your Food Wagon/Cart license must be clearly displayed at your site.

It is the responsibility of the vendor to be familiar with local, state and federal regulations and permit requirements that govern the products which they sell. Compliance with all codes and regulations of the City, County, Fire, Police and Health Departments is required. A copy of the Wyoming Department of Agriculture Food Safety Requirements is provided for your reference.

Vendors who wish to identify their products as “organic” must have a copy of their organic certification from an approved certifying agency available at their booth for inspection by customers.

Any vendor selling non-potentially hazardous items that are allowed to be made in home kitchens must have a placard on sight for public viewing **stating the items were made in a non-licensed/non-inspected kitchen**.

**Non-Profit and Community Service Organizations:**

If space allows, CFM will identify local non-profit organizations to participate. If selected, non-profits will provide information and education on their organization. There will be no sales allowed and the space fee will be waived. Selections will be based on locality, services, and ability to promote their organization effectively at the market.

**SAFETY:**

No vendor shall cross over the center street lines on 15th Street. A 15’ emergency lane is REQUIRED at all times.

Due to health and safety regulations, vendors are not allowed to bring pets to market. The market manager must be advised if a service animal is brought to market prior to attendance and space assignment outside of the food areas will be accommodated if space allows.

Produce should never be placed directly on the ground. Please use a tarp, blanket, cardboard boxes or the like under produce.

Processed food must be prepared in accordance with Wyoming Department of Agriculture regulations and the Wyoming Food Rule of 2012, outlined below in Product and Sales Regulations.

Food samples will **only** be allowed if a license is obtained from the City/County Department of Health AND a proper hand washing and sterilizing station is utilized.

**VEHICLES AND PARKING:**

Vehicles will not be allowed in the market area after 7:00 a.m. or prior to 1:00 p.m.

Management will make every effort to accommodate vehicles that product is sold from or that are used for product production. Any vehicle in the market area MUST have prior approval from market management. *All other vendor vehicles shall be moved to the parking garage or the designated vendor parking lot next to the Depot Museum.*

**PRODUCT AND SALES REGULATIONS**

Please refer to the Wyoming Department of Agriculture’s Food Safety Requirements for Farmers’ Markets and Local Producers/Processors in Wyoming, provided in the application packet.

**Wyoming Cottage Food Business Requirements:**

The 2009 Wyoming Legislature passed amendments to the Wyoming Food, Drug Cosmetic Safety Act to address homemade food products.

**Effective July 1, 2012:**

* Food products that are not potentially hazardous will be allowed to be made in home kitchens.
* These food products can be prepared for sale or use only at farmers’ markets, roadside stands, and private homes and at functions including, but not limited to those operated by not for profit charitable or religious organizations.
* Function is defined as any official ceremony or organized social occasion such as weddings, funerals, reunions, anniversaries and birthdays.
* Potentially hazardous foods are defined in the Wyoming Food Safety Rule in detail. It is recommended to contact the Wyoming Department of Agriculture or local health departments as to the foods that are allowed.
* Some examples of non-potentially hazardous foods include, but are not limited to, baked breads, cookies, muffins, double crusted pies, dried cake and seasoning mixes, jams and jellies that are not low sugar or made with artificial sweeteners.
* Examples of foods that ***will not be allowed*** *to be prepared in home kitchens* and sold include, but are not limited to, salsas, relishes, sauces, salad dressings, home canned foods including pickles, cream pies or cream filled pastries, flavored oils, meat/poultry and dairy products.
* The private home kitchen is exempt from licensing and inspection.
* These products are not allowed for sale to restaurants, retail stores, institutions, child care facilities or other food service establishments.
* Food safety training is recommended. The training materials will be available from the Wyoming Department of Agriculture-Consumer Health Division.
* Food sampling and sanitation requirements must be followed.



**CHEYENNE FARMERS MARKET®**

**RULES, REGULATIONS and AGREEMENT TO FOLLOW**

I, the undersigned, have read and understand the Rules and Regulations of the Cheyenne Farmers Market® and in signing this document agree to follow them. A violation of this Agreement entitles the Cheyenne Farmers Market® the authority to terminate my participation. In the event my member privileges are terminated due to non-compliance, it is understood that no fees will be refunded.

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 Vendor Name Vendor Signature

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 Agreement Date

**Hold Harmless Agreement**

In consideration of acceptance of this application, the undersigned hereby releases and discharges and hereby grants to indemnify and hold harmless Community Action of Laramie County, Inc., the Cheyenne Farmers Market® and its officers, directors, members, sponsors, managers and employees of and from:

* Any and all loss, claim of loss, liability of damage arising out of any personal injury or property damage occurring to the applicant, and its shareholders, owners, employees or any other individual associated with the applicant.
* Personal injury or property damage occurring to any third person or entity arising out of, directly or indirectly, the participation of the applicant.

Vendor agrees that the agreement to indemnify and hold harmless includes the obligation to provide a defense and pay all attorney fees and costs.

Vendor agrees to comply with all rules and regulations of the Cheyenne Farmers Market® and to abide by all current laws, ordinances and statutes of the City of Cheyenne and the State of Wyoming.

Vendor assumes all risk, which may be incurred before, during and after the participation in the Cheyenne Farmers Market®.

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 Vendor Name Vendor Signature

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 Agreement Date

Contacts and Information:

* Wyoming Department of Agriculture, Consumer Health Services

 Linda Stratton (307) 777-6592 or lstrat@state.wy.us

* Wyoming Farmers Market Association [www.wyomingfarmersmarket.org](http://www.wyomingfarmersmarket.org)
* Wyoming Business Council

 (307) 777-6578 or www.wyomingbusiness.org

* Cheyenne Farmers Market® Coordinator

 Gina Sheridan (307) 635-9291 ext. 19 or gina@calc.net