



## **CHEYENNE FARMERS MARKET®**

### **RULES, REGULATIONS and AGREEMENT TO FOLLOW**

THE CHEYENNE FARMERS MARKET® is the annual Board fundraiser of Community Action of Laramie County, Inc. (CALC) and is managed by CALC, the Board committee, and the Market Manager.

### **RULES OF OPERATION**

#### **TIME & LOCATION:**

The Cheyenne Farmers Market® (CFM) is located in B Lot of Frontier Park at the northwest corner of 8th Avenue and Carey Avenue. The 2024 market dates are **Saturdays, August 10 through October 12, 2024**, and hours are 7:00 a.m. to 1:00 p.m. Every effort will be made to hold a market on all days, weather permitting.

#### **MARKET DAY ARRIVAL/DEPARTURE:**

Vendors may arrive as early as necessary to set up and be ready for sales by 7:00 a.m. The vehicle gates on Carey Avenue will be unlocked to allow vendors to enter through C Lot for set up. Vendors will not be allowed to enter Friday night. Vendors who do not arrive by 6:45am will be charged a late fee of \$50 for the first infraction, \$100 for the second and may be removed from the market on the third infraction and forfeit all space or market fees paid for the remainder of the season.

Vendors will be allowed to park behind their booth, but they must be out of the way of other vendors, not encroach on other vendor spaces or the designated route of pedestrian traffic. The Market Manager has authority to require any Vendor to move their vehicle to the parking area. Each vendor space is equal to 2 parking spaces. For safety reasons, departure prior to 1:00 p.m. will not be allowed unless the Vendor first receives permission from the Market Manager. Violation of this rule will result in the assessment of a \$50 fee for the first infraction, a \$100 fee for a second violation and a third violation may result in 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. If you require electricity or other special requirements, please let the market manager know prior to the start of the market so the appropriate location for your booth can be assigned. Vendors shall provide their own trash receptacles, tents and weights, tables, chairs, and all other supplies.
- All tents shall be weighed 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. Be advised that Cheyenne can experience powerful wind forces, with gusts up to 75 mph or more. CALC is not liable for any damage to vendor equipment because of wind or any other environmental factor and the market manager will communicate any significant weather changes the week prior to all vendors.

- 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. Vendors may pack up their booths prior to 1:00pm only with permission from the Market Manager. The Market Manager is specifically authorized to grant this permission in cases in which the Vendor has run out of product to sell prior to the end of the market. Violation of this rule will result in the assessment of a \$50 fee for the first infraction, a \$100 fee for a second violation, and a third violation may result in dismissal from participation.
- 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.

### **HEALTH PRECAUTIONS:**

- Vendors and staff shall stay home if they are exhibiting any symptoms of illness, including fever or chills, cough, nausea or vomiting, shortness of breath or difficulty breathing, muscle or body aches, fatigue, new loss of taste or smell, sore throat, or related symptoms. Please, do not come to market if you are ill with any transmissible illness.
- Vendor staff handling fresh produce or unpackaged food goods & who are offering samples of their products, must wash their hands or use hand sanitizer before and after handling cash, credit/debit cards, or Market tokens. Vendors are responsible for setting up their own hand washing stations or having sufficient hand sanitizer on hand to meet this requirement.
- Vendors shall cooperate with all efforts by CALC volunteers and staff to ensure we are being responsible and doing our part to safeguard our vendors, patrons, and staff.
- CALC reserves the right to alter health precautions to comply with local, state, and federal mandates and recommendations.

### **PARTICIPATION:**

- Preference is given to returning vendors and Wyoming vendors, particularly when multiple like item vendors have applied. Vendor participation must be approved by the committee and the Market Manager. **Upon receipt of the completed Vendor Application, signed Rules, Regulations and Agreement to Follow and payment, CALC will reserve your spaces for the specified dates.**
- 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, or the Market Manager prior to being brought to the market. Resold produce **MUST BE LABELED** as such. Market management may request source information including farmer name and farm location if, at management's discretion, they have reason to believe that produce items are not directly sourced.
- Individual space dimensions are 12' x 12' (2 parking spaces). 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 25% of 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 outside of their assigned booth
- Space assignments and market agreements are not transferable. Space assignments are subject to change at the discretion of the Market Manager or his/her designee.

ALL PARTICIPANTS will accept **Brown CFM Credit/Debit tokens at their booth.** **Green CFM EBT (SNAP) tokens must be accepted for eligible items.** 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 do NOT 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 all products sold at the Cheyenne Farmers Market®. Cash change must be given for these tokens and all vendors shall accept them.

**SPACE and VENDOR FEE STRUCTURE:**

*Vendor fees for 2024 are as follows: There will be a \$150 discount for a full season (\$15 per market/10 markets).*

SPACE SIZE	FULL SEASON 10 Markets (discounted)	PARTIAL SEASON 5 or Fewer Markets	<u>ONE</u> MARKET/WALK- IN
<b>12' x 12' Space (1)</b>	\$300.00	\$200.00	\$50.00
<b>12' x 24' Space (2)</b>	\$615.00	\$400.00	\$100.00
<b>12' x 36' Space (3)</b>	\$930.00	\$600.00	\$150.00
<b>12' x 48' Space (4)</b>	\$1,245.00	\$800.00	\$200.00
<b>12' x 60' Space (5)</b>	\$1,560.00	\$1,000.00	\$250.00
<b>12' x 72' Space (6)</b>	\$1,875.00	\$1,200.00	\$300.00

In addition to space fees, vendors will pay a fee of five percent (5%) of their honest gross sales, to be reported and paid each week. Vendors who are believed to be under reporting their sales will be reviewed by management and board members. CALC reserves the right to require an audit of any vendor’s earnings at any market and may request any documentation it deems necessary to perform that audit at its sole discretion. By accepting these rules all vendors agree to cooperate with any audit by CALC and acknowledge that a failure to cooperate with CALC’s audit will result in termination from the Market. If it is determined that a vendor is under reporting, their participation in the market will be discontinued and all fees will be forfeited.

Vendors selling non-food items, such as plants or crafts, sell those items under the Comprehensive Merchant License purchased by CALC. An additional \$10.00 fee will be charged to vendors of non-edible items to cover the expense of this license.

All vendors are prohibited from selling any offensive or inflammatory material to include material containing foul or inappropriate language, sexual content, or content inciting others to violence. Moreover, CALC is an apolitical nonprofit corporation prohibited from making or endorsing any political candidate or viewpoint. Therefore, vendors are prohibited from selling or displaying any material that endorses or criticizes any political viewpoint, including but not limited to any political candidates or government officeholders. The determination of whether content is in violation of this section shall be at the sole discretion of CALC. In the event CALC determines specific content to be violation of this section, the vendor shall immediately remove the item from

sale at the market. If the vendor continues to sell material deemed by CALC to be in violation of this section, the vendor's participation in the market shall be discontinued and the vendor shall forfeit all prepaid space fees.

### **CANCELLATION:**

Vendors who have paid their space fee and cancel less than two (2) weeks in advance of the market start date, or who cancel during the market season, or who do not attend committed market dates, will not be refunded their space fees. Exceptions regarding refunds will be at the discretion of the market manager and the committee. Cancellations made more than two weeks in advance of the market start date will be refunded at 75% of the paid fee. If a vendor commits to a full or partial market and does not show on assigned days, they may be subjected to a \$50 fine for the days missed. This fee may be waived if the market manager was notified or approved of the absence prior to the missed market.

### **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 not 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 with market rules, will be subject to review by CFM committee and/or management and participation may be terminated.

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

### **LABELING, LICENSING AND REGULATIONS:**

- All participants who sell food, produce included, must purchase a Food Wagon/Cart license from the City of Cheyenne prior to participation in the Cheyenne Farmers Market®.
- All vendors shall have a readily accessible and not hidden from view, 2A/10BC, or larger, fire extinguisher. All extinguishers shall have a current inspection tag issued by a company licensed in the City of Cheyenne. This applies to all vendors, whether cooking or not.
- If utilizing a canopy, it must be fireproof.
- 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 to get a Wyoming vendors license.
- **Your annual license from the Department of Health or the Wyoming Department of Agriculture (if applicable) and your city 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.

- Only certified and licensed scales are allowed for selling products by weight. Scales are certified through the Technical Services Division of the Wyoming Department of Agriculture (307) 777-7324. If you don't have a certified scale you may sell by the sack or basket, or price items individually.
- 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.
- 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.

### **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. It is each vendor's responsibility to familiarize themselves with all Wyoming and Cheyenne laws and regulations applicable to the sale of their products. Each vendor accepting these Rules and Regulations acknowledges that CALC has not made any representations regarding relevant laws.

#### Contacts and Information:

- **Cheyenne Farmers Market® Manager** - Traci Kyser (307) 635-9291 ext. 3012 or [traci@calc.net](mailto:traci@calc.net)
- **Wyoming Department of Agriculture**, Consumer Health Services 307-777-7321
- **Wyoming Farmers Market Association** [www.wyomingfarmersmarkets.org](http://www.wyomingfarmersmarkets.org)
- **Wyoming Business Council** - (307) 777-6578 or [www.wyomingbusiness.org](http://www.wyomingbusiness.org)

<https://www.calc.net/wp-content/uploads/2018/01/WYFoodSafetyReq.pdf>

<https://wyoextension.org/publications/html/B1324/>

<https://health.wyo.gov/wp-content/uploads/2018/04/2012foodrule.pdf>

**City Food Wagon/Cart:** <https://www.cheyennecity.org/Your-Government/Departments/City-Clerk/Licenses-and-Permits/Business-Licensing-Applications>

**Dept of Ag Vendor license:** <https://agriculture.wy.gov/index.php?section=license-renewal-chs>



**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