



THE CHEYENNE
FARMER'S
MARKET



COMMUNITY
ACTION OF LARAMIE
COUNTY

Cheyenne Farmers Market 2023 Vendor Application

Complete and return the Vendor Application and the Hold Harmless Agreement page of the Rules and Regulations. Your signature on the Agreement indicates you have read, understand, and agree to the rules of the 2023 Cheyenne Farmers Market®.

VENDOR BUSINESS NAME: _____

CONTACT/INDIVIDUAL NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

BUSINESS PHONE: _____ CELL PHONE: _____

EMAIL: _____ WEBSITE: _____

Please identify all item categories you intend to sell from:

- ☐ AGRICULTURE: Fruits, Vegetables, Gourds, Honey, Flowers and Plants, Mushrooms, other
- ☐ ANIMAL PRODUCTS: Beef, Pork, Bison, Goat, Lamb, Poultry, Cheese, other
- ☐ BAKED GOODS: Bread, Cakes, Candies, Cookies, Pastries, Pies, Pretzels, other
- ☐ PROCESSED FOODS: Coffee, Peanut Butter, Jams, Jellies, Oils, Pasta, Popcorn, Salsa, Sauces, Syrup, other
- ☐ CONCESSIONS: Ready to eat Burgers, Burritos, Ribs, Sandwiches, Popcorn, Nuts, Drinks, etc.
- ☐ ARTISAN: Jewelry, Arts and Crafts

PRODUCTS TO BE SOLD (be very specific and note if any items are purchased for resale):

Is your business licensed? _____ Or are you a home processor operating under the Wyoming Cottage Law? _____

PLEASE INDICATE THE DATES YOU PLAN TO ATTEND:

- | | | | | |
|---------------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> August 12 | <input type="checkbox"/> August 19 | <input type="checkbox"/> August 26 | <input type="checkbox"/> September 2 | <input type="checkbox"/> September 9 |
| <input type="checkbox"/> September 16 | <input type="checkbox"/> September 23 | <input type="checkbox"/> September 30 | <input type="checkbox"/> October 7 | <input type="checkbox"/> October 14 |

HOW MANY SPACES WOULD YOU LIKE (6 space maximum): _____ NON-FOOD ITEMS: Yes No

Vendor Signature

Date

[See back for details →](#)

Return your completed application to: *Community Action of Laramie Co. PO Box 106, Cheyenne, WY 82003*

The Cheyenne Farmers Market® (CFM) is the annual fundraiser of Community Action of Laramie County, Inc. Our goal is to facilitate a cooperative environment for growers and producers to merchandise and interact with their consumer and to promote the sale of locally grown produce and product, benefitting our local economy and our community as a whole.

RETURNING VENDORS:

- Complete and return your Vendor Application, the executed Agreement to follow the rules, and submit them with your space fee, by **July 31, 2023**. Make your check payable to Community Action of Laramie County and mail to: PO Box 106, Cheyenne, WY 82003. You can also call 635-9291 to pay by card over the phone.

NEW VENDORS:

- Complete a Vendor Application, review the Rules and Regulations and, if you agree to follow them, sign the Agreement. Return them to CALC by **June 1, 2023**, or as soon as possible.
- The CFM Board Committee will determine your participation and you will be notified of their decision.
- *After notification of approval, space fees should be submitted no later than July 31, 2023.*
- Questions should be directed to the Market Manager, Traci Kyser at (307) 635-9291 ext. 312 or traci@calc.net.

WHAT CAN BE SOLD:

- **Raw Agricultural Products:** vendor grown fruits, vegetables, grains, flowers, bedding and potted plants. These products are exempt from annual food license but must meet sanitation standards.
- **Value Added Agricultural Products:** raw agricultural products grown by the seller that have been processed, including but not limited to, cheese, honey, jams, oils, soap.
- **Processed/Prepared Food Items:** including but not limited to baked goods, candies, seasonings, jams and jellies, green chilies, and popcorn. These foods are allowed to be made in home kitchens and must be sold directly from the producer to the final consumer.
- **Meat and Poultry:** must come from a Wyoming state or federally inspected meat plant and have been processed under inspection and be properly labeled.
- **Artisan Items:** must be handmade, designed and created by the vendor or a member of the vendor's family or company. Resale by artisan vendors is not permitted.

Products sold at market should be grown or produced by the vendor. Produce bought from another producer **MUST** be approved by market management and **MUST** be labeled as such.

Vendors must abide by all applicable federal, state, and local health regulations and adhere to federal guidelines regarding labeling. *Refer to the Wyoming Department of Agriculture Food Safety Requirements for additional information.*

WHAT CAN NOT BE SOLD:

- Raw (unpasteurized) milk
- Home canned products such as green beans, tomatoes, pickles and dressings
- Cream pies or pastries
- Pet food that does not meet federal regulations

FEES:

In addition to space fees, vendors will be charged a fee of five percent (5%) of their *honest gross sales* each week. Vendors selling non-food items, such as plants, sell those items under the Comprehensive Merchant License purchased by CALC. Space fees shall be paid by July 31, 2023.

SPACE SIZE	FULL SEASON 10 Markets	PARTIAL SEASON 5 or Fewer Markets	FEE TO ATTEND <u>ONE</u> MARKET
12' x 12' Space (1)	\$315.00	\$200.00	\$50.00
12' x 24' Space (2)	\$630.00	\$400.00	\$100.00
12' x 36' Space (3)	\$945.00	\$600.00	\$150.00
12' x 48' Space (4)	\$1,260.00	\$800.00	\$200.00
12' x 60' Space (5)	\$1,575.00	\$1,000.00	\$250.00
12' x 72' Space (6)	\$1,890.00	\$1,200.00	\$300.00



THE CHEYENNE
FARMER'S
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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 2023 market dates are **Saturday, August 12 to October 14, 2023**, and hours are 7:00 a.m. to 1:00 p.m.

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.

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 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 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. 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.

All vendors will display their products neatly and attractively with consideration for other vendors and 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. 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 ran 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 uncleanness 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 sick with any transmissible illness.

Vendor staff handling fresh produce or unpackaged food goods 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 provide hand sanitizer for customer use and shall make that hand sanitizer readily available.

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:

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 sourcing information including farmer name and farm location if, at managements discretion, they have reason to believe that produce items are not directly sourced.

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 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 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 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 designee.

ALL PARTICIPANTS will accept CFM Credit/Debit tokens at their booth. 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 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 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 2023 are as follows:

SPACE SIZE	FULL SEASON 10 Markets	PARTIAL SEASON 5 or Fewer Markets	<u>ONE</u> MARKET/WALK-IN
12' x 12' Space (1)	\$315.00	\$200.00	\$50.00
12' x 24' Space (2)	\$630.00	\$400.00	\$100.00
12' x 36' Space (3)	\$945.00	\$600.00	\$150.00
12' x 48' Space (4)	\$1,260.00	\$800.00	\$200.00
12' x 60' Space (5)	\$1,575.00	\$1,000.00	\$250.00
12' x 72' Space (6)	\$1,890.00	\$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 present. 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 for 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 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 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 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.
- Only certified and licensed scales are allowed for selling product 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.**

SAFETY:

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.

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:

- Wyoming Department of Agriculture, Consumer Health Services
Linda Stratton (307) 777-6592 or lstrat@state.wy.us
- Wyoming Farmers Market Association www.wyomingfarmersmarkets.org
- Wyoming Business Council
(307) 777-6578 or www.wyomingbusiness.org
- Cheyenne Farmers Market® Coordinator
Traci Kyser (307) 635-9291 ext. 312 or traci@calc.net
1920 Evans Avenue ~ Cheyenne, WY 82001



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.

Vendor Name

Vendor Signature

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®.

Vendor Name

Vendor Signature

Agreement Date