



2024 Peachtree Road Farmers Market Policies and Procedures

A. Market Seasons, Dates, Times & Qualifications

Market Season: The *Peachtree Road Farmers Market* (the “Market”) will be held every Saturday from March 2 – December 14th.

Market Hours for Saturday:

The market is open for sales to customers:
8:30am - 12:00 pm March – December

Qualifications to be a member of PRFM:

Farmers:

- **Maintain either a Certified Organic or Certified Naturally Grown status**
- To sell eggs either certified organic or certified naturally grown feed must be used exclusively.
- To sell beef, pork, poultry, sheep, lamb, rabbit, goat or milk from these animals certified naturally grown or organic feed must be used exclusively.
- An exception may be made for animals in extreme weather needing to be fed hay that is free of herbicides, but may have been grown in a field with commercial fertilizer. Cows may be fed this diet for no more than 20 days a year. This option may only be used if all other options for organic hay have been exhausted and market manager must be notified before changing feeds.

Prepared Food Vendors:

- **May not use the following product or ingredients that contain: corn syrup (by any name), hydrogenated oils, dyes or preservatives**
- **May only use meats from other PRFM vendors or market approved sources.**
 - Agreements about acceptable meat sources must be in writing.
- Are asked to source products grown locally, in the following order:
 - From within the Market
 - From local farms
 - Within Georgia
 - Within the Southeast region
 - Within the continental US
- If your product requires use of ingredients outside the continental US please see market management. Use of salts, olive oil, vanilla and locally roasted coffee are allowed. **Use of tropical fruits such as mango, coconut, pineapple, and bananas are strongly discouraged and vendors must demonstrate all other options have been exhausted.**

Artists:

Arts and Crafts must be handcrafted by the vendor, be original and exhibit a high level of quality and design. Products not allowed include those made from kit assembly and direct resale of commercially available products. Reformulating or repackaging of commercially prepared products or bases must demonstrate **significant added value**.

B. Market Site and Parking

The host of the *Peachtree Road Farmers Market* is the Cathedral of St. Philip (2744 Peachtree Road, NW). The Market is located in the parking lot visible from the corner of Peachtree and Rumson Road.

If a vehicle is not required for selling, **Market Participants are asked to park vehicles only in designated spots.** Participants and their staff may not park in shopper parking spaces in the top lot. Failure to move requested vehicles may impact participation.

In 2010 we adopted “Roland’s Law” which means **if the Market Manager asks you more than once to move your vehicle, you will be charged a \$10 fee. The fee will be collected immediately in cash. Booth owners are responsible for ALL employee vehicles.**

C. Market Opening and Market Check-In

Market participants may arrive starting at 6:00 am.

Market Manager will be located in the parking lot to welcome participants and communicate booth location.

Fees must be paid at the start of the market. If payment has been forgotten it must be received in the Market office prior to the next Market day. **Repeated lack of payment will impact eligibility.**

Participants must have submitted all required paperwork and payments prior to the first day of participation (including market agreement, proof of insurance and payment of all required application, membership and weekly fees) to be eligible to participate.

All participants **must be present by 7:45am March – December**, vendor vehicles may not be in the market after these times. See Late Arrival Policy Next.

Late Arrival: May result in relocation of market space or being unable to participate in the market that week. **Repeated late arrivals may result in the Participant being ineligible to participate in the remainder of the market season.** Participants who arrive less than 30 minutes before the market opens may not be allowed to check in and will be responsible for the weekly fee. Any Market Participant arriving late may be required to give up their space if it would require the adjustment of a table or tent belonging to another Participant. **Repeated late arrivals incur a \$50 fee. Vendors receive one waived fee in cases of emergency per market season for late arrivals.**

D. End of the Market Day

Every Market will close at noon. All Market Participants must begin packing up to leave the site beginning at the close of market, but may continue to sell as they load. Participants are required to sweep and clean stall space, remove all recyclables, trash and debris, and leave the site as soon as possible after the close of market, but in no event later than 1:30pm. **Security will not be present after 1:30pm.**

E. Weather

The market is open rain or shine. Market Participants should be prepared for the Market to remain open in inclement weather. It is each Participant's responsibility to bring and use side panels for tents in the event of rain, and weights for tents in the event of high winds.

Market Management may cancel or close the market early if Market Management determines that the weather poses a risk to the safety of the Participants or customers. The Market will credit the Weekly Fees only for a Market day that is cancelled before the Market opens.

In the event of a sudden weather emergency, we ask you to collect your cash box, secure your tent and go inside the building. All shoppers will be asked to go inside the building as well.

F. Application Fees, Membership Fees & Weekly Fees

New & Returning Vendor Application Fee \$75. Applications will not be reviewed until the fee is paid. This fee is non-refundable.

Membership Fees must be paid prior to the first Market in which the Market Participant will participate.

Full Membership, \$150 - Participant is eligible for all Saturday markets, is guaranteed attendance, and will have a permanent market location.

Partial Membership, \$100 - Participant is eligible for up to 22 Saturday markets, is guaranteed attendance, market location may vary.

Weekly Fees Must be paid at minimum one month in advance.

Saturday weekly fees are as follows:

- Farmers - \$25
- Prepared Food Vendors - \$35
- Artists - \$40
- Drop-In Vendors \$60 or \$65

Power Fee additional \$5/week. If you require power, \$5 per week will be added to your weekly fee.

Additional Market Space. If you require an additional, adjacent market space, you must reserve the additional space every scheduled market date and pay the corresponding fee each week.

Market Rentals, optional. The market can provide a tent or table and set it up before market begins for the following additional fees: 8 ft table - \$10, 10x10 ft tent - \$20. The market will be responsible for taking it down as well.

Security Fee \$100. Must be paid prior to the first Market in which the Market Participant will participate.

Payment by check is strongly preferred. Checks and money orders must be made payable to the **Peachtree Road Farmers Market or "PRFM."** If a check is returned for insufficient funds (a "bounced" check) then the Market Participant will be charged a processing fee of \$35. If the check is resubmitted and returned again, then an additional \$35 fee will be charged. Cash payments will be accepted, however any discrepancies related to cash payments will favor the market.

Fees may be mailed to:

Peachtree Road Farmers Market
c/o The Cathedral of St. Philip
2744 Peachtree Rd, NW
Atlanta, GA 30305

G. Insurance

All Market Participants must maintain complete insurance coverage for their involvement in the Market, the actions of their representatives and the sale of their products during the Market. As a requirement for participation in the Market, such insurance coverage shall include, at a minimum, one or more policies providing no less than **\$1,000,000** coverage for general liability and property damage/loss, including product liability coverage, which policy or policies shall name *The Cathedral of Saint Philip* and the *Peachtree Road Farmers Market* and other entities, if determined to be necessary, as added insureds. A copy of the Certificate of Insurance must be provided as a part of a complete application.

H. Sales

As of January 2010, the Peachtree Road Farmers Market is a producer-only market. All products sold must be grown, raised or made by the Participant. **Reselling is prohibited.**

Market Participants must not offer or sell any products at a Market that are not reflected on their Market Application, unless Market Management approves the sale, in advance.

Sustainable foraging for items in the wild such as tree nuts, berries and ramps is permitted. Wild foraged mushrooms require a certificate that can be obtained through Mushroom Mountain. We ask that you consider the area the items are grown for cleanliness and safety. If you have questions, please see the Market Manager.

I. Market Attendance

It is important to the success of the Market that all Market Participants attend regularly.

Cancellations must be received by 5pm on the Wednesday prior to the Saturday Market in order to not be responsible for the weekly fee. Rescheduling of the missed day will be done as possible. **For cancellations made after the deadline, the Participant will be responsible for the weekly fee.** Communication to market e-mail or phone is acceptable (please do not use personal cell phones, Facebook or other social media to communicate cancellations).

Market Participants are expected to fulfill at least 90% of their agreed upon reservation schedule for the season. Recurring absences or failures to provide notices of absences may result in loss of assigned stall space, or expulsion from the Market, as determined by the Market Board, on a case-by-case basis. **If more than 10% of a vendor's scheduled dates are cancelled the Market shall be entitled to receive upon demand the weekly fee for all additional cancellations.**

J. Market Space Assignments

Stall space sizes are **10' wide x 10' deep**. Many Market Participants will have space to park delivery vehicles directly behind their stall for ease of unloading; priority will be given to Full Membership Participants and those who require trucks for refrigeration of dairy, eggs or meat items.

Participant spaces will be assigned to enhance the viability and diversity of the Market as well as to attempt to meet specific needs of Participants, such as electric power requirements. Every effort will be made to maintain the same space location every week for Full Membership Participants. Partial Membership Participants and Drop-In Participants will be placed at the discretion of Market Management.

K. Stall Signage, Safety and Maintenance

All Market participants are responsible for ensuring that their staff and representatives follow market policies at all times.

Vendors who wish to bring their children are responsible for ensuring that the children do not disrupt the operation of the market or other participants.

Participants are asked to post an attractive sign or banner that lists the name of their farm or business. The lettering for the farm/business sign should be easily read from across the market aisle but should not be any taller than the Participant's tent or wider than their 10' x 10' stall space.

Participants are responsible for supplying tables and tents. Tent, tables, signs and other materials must be in good appearance and repair. Tents must be firmly secured **and adequately weighted** to prevent them from blowing away. Participants may be required by Market Management to remove inadequately secured and weighted tents. Any damage caused by a Market Participant's tent or other equipment will be the sole responsibility of that Market Participant.

Market Participants must post prices for their items before the opening of the Market each week. All products must be of good quality. Market Participants may be required by Market Management to remove products that do not meet the criterion or products that have not been approved. All produce must be kept off of the ground in compliance with health code.

L. Sanitation and Safety

All Market Participants must maintain stall spaces in a clean, sanitary and safe condition, and keep their area free of debris. Market Participants are responsible for bringing their own broom and trash bags, and must remove all containers, garbage, waste and trimmings before leaving the market site every week. **Only trash from public traffic at the Peachtree Road Farmers Market will be the responsibility of Market Management.**

Market Participants must observe all health, sanitation and safety requirements applicable to the display, handling, preparation, serving, packaging, labeling and sale of their products and customer samples.

M. Market Samples

Market Participants are encouraged to offer food samples to customers. Samples must be prepared behind your stall space and presented in a safe and sanitary manner as directed by Market Management and according to Department of Health regulations. Market Participants must provide trash receptacles for the collection and disposal of any sampling materials like cups, spoons or toothpicks. Use of biodegradable or recyclable materials is encouraged. You may only sample from within your booth.

N. Scales

All scales used for *Peachtree Road Farmers Market* sales must be registered as legal for trade and meet state and local regulations for commercial scales. Scales will be checked for accuracy at the market site by officials from the Department of Agriculture. Scales must be placed so that they are clearly visible and readable to customers at all times.

O. Compliance with Laws

Each Market Participant is responsible for obtaining and maintaining all licenses, permits and certifications required by law relative to their participation in the Market, including without limitation all business licenses, sales tax registrations and food safety/health registrations. Market Participants are responsible for maintaining compliance at all times with all

laws, rules and regulations applicable to their participation in the Market. Market Participants are responsible for supplying these documents on demand to the Market Management, Executive Committee or government agency.

As such, food items may not contain CBD oil or Cannabidiol in any of its forms, regardless of source. It is still ILLEGAL in the state of Georgia and the FDA considers food containing these products to be adulterated. Foods may contain **hemp oil, hulled hemp seed, and hemp seed protein** as these items have been generally recognized as safe.

P. Market Tokens

- We have 3 kinds of tokens: green plastic, white plastic, and wooden
- ALL vendors can accept WHITE tokens
- WOODEN TOKENS cannot be used for food that is hot at the point of sale but can be used for all other food purchases.
- GREEN tokens can ONLY be used for unadulterated fruits and vegetables

The wooden and green ones are for SNAP (food stamp) benefits which is a federally regulated program. The Market accepts food stamps in the form of SNAP. Customers swipe their EBT card at the information tent and receive wooden tokens in \$1 value to spend on fresh foods at the market, the tokens may not be used on hot foods intended for immediate consumption such as cups of coffee (beans are okay) or artists' goods. Participants must accept the wooden and green tokens for the value shown on the tokens, no change should be offered. At the close of the market day, Participants should turn in the wooden and green tokens so Market Management may record the value. We tell the customers what each token can be used for but it is also your, and your employees, responsibility to know which tokens you can accept. The market will not reimburse you for tokens that you are not eligible to receive.

White tokens are reimbursed at the end of the market via cash and the wooden/green tokens are reimbursed via check the following week.

Q. CSA and Subscription Pickups/Deliveries

CSA drop offs/deliveries during the off-season or non-market days must be approved by Market Management. CSA and Subscription pickups/deliveries by Market Participants are permitted on the Cathedral's property on the day of Market for non-produce items. All items in subscription or CSA packages should be products that meet the market's policies and can NOT contain items from vendors other than yourself. Violation of this policy will impact Market participation.

R. Site Visits

The Market reserves the right to have members of Market Management, or their designees, visit any Market Participant's business or production location at any time. Each Market Participant agrees to provide access to such individuals upon their request. Failure to provide access upon request shall be sufficient basis for exclusion of the participant from Market participation.

S. Public Safety

A security guard will be present at all outdoor markets. Safety issues should be addressed with either the security guard or Market Management immediately. Apart from on-duty law enforcement officers, firearms or weapons are not permitted in the Market or anywhere in the Cathedral's buildings or on the Cathedral's property. **Smoking is not permitted in the Market or anywhere in the Cathedral's buildings or on the Cathedral's property.** The possession or use of drugs is not permitted in the Market or anywhere in the Cathedral's buildings or on the Cathedral's property. Any actions or behavior that is determined by Market Management to involve visible intoxication or disruptive behavior on the part of any Market Participant or their staff will subject the Market Participant and/or such staff to immediate expulsion from the Market and, potentially, termination of the Market Participant's future participation in the market.

Customer Dog Policy

When the weather is not too hot, well behaved dogs are welcome.

1. Owners are responsible and liable for their dogs. Dogs must be under control, on a short, non-expandable leash, and by the (adult) owner's side at all times.
2. Dogs must be kept away from produce, plants, food products, and product displays. Items damaged by pets must be purchased by the owner.
3. Dogs must be socialized with other dogs and children. Barking and growling is not allowed. Aggressive dogs are not welcome.
4. Owners should be considerate of vendors and other guests – not everyone enjoys dogs.
5. Dog owners must clean up after their pet. We have doggy bags in the information tent for free.

Management will request owners remove dogs from the market if the above rules are violated.

Vendor Dog Policy

All vendor dogs must be on leash and kept safely away from the public at all times. Please clean up after your pets. Market staff has the authority to ban vendor dogs from the market for any reason.

T. Solicitation

Solicitation by non-Market Members is strictly forbidden at the market in an effort to help you focus on selling and shoppers focus on buying. Please report anyone handing out flyers, products or edibles to Market Management immediately. This also applies to people soliciting vendors or attempting to conduct non-market business during market hours. Political activities and candidates may not take place at the market in compliance with 501(c) 3 rules.

U. Administration

Market Management and the Market's Executive Committee are responsible for administering and enforcing all Policies and Procedures. Market Management and the Market's Executive Committee have final authority in resolving all issues relating to the Market.

V. Policies and Procedures; Violations; Suspension; Termination

All Market Participants shall help maintain the integrity of the *Peachtree Road Farmers Market* by upholding these Policies and Procedures. Every Market Participant will be required to sign a Market Agreement prior to participation each season. Complaints regarding violation of rules may be referred verbally or in writing to Market Management for resolution. Penalties for violations may include a verbal warning, written warning, or expulsion. A Participant who receives three written warnings for violations listed above or any activities that compromise Market safety or integrity will be expelled from the Market for the season.

In addition, the Market Manager shall have the right to have anyone immediately removed from the Market if the Market Manager determines that the person poses a safety risk to the Market, its customers, its Participants or Market

personnel. If violations of the Policies and Procedures result in expulsion, no refund of fees will be made. In the event that The Cathedral of St. Philip determined that the Market would no longer be permitted to use the Cathedral's property, Market Management would attempt to relocate the Market, but if a suitable alternative location was not found, then Market Management could suspend or terminate the Market and all Market Agreements with the Participants. In such an event, fee refunds would be made to the extent that funds are available after payment of Market expenses and the creation of reasonable reserves.

W. Photo release

By attending the Peachtree Road Farmers Market, you consent to be photographed, filmed and/or otherwise recorded. Your attendance constitutes your consent to such photography, filming and/or recording and to any use, in any and all media throughout the universe in perpetuity, of your appearance, voice and name for any purpose whatsoever in connection with the Peachtree Road Farmers Market and you waive any and all rights to any royalties, commissions or other compensation and any and all rights of publicity or privacy that you may have, now or in the future, related to the use or exploitation of such content. You understand that all photography, filming and/or recording will be done in reliance on this consent and waiver given by you by entering the Peachtree Road Farmers Market. If you do not agree to the foregoing, please do not attend the market.

X. Amendment of Policies and Procedures

Market Management and the Executive Committee reserve the right to amend or supplement the above Policies and Procedures at their discretion. Copies of revised Policies and Procedures will be made available to Market Participants.

Additional questions?

Please contact Nancy Qarmout, Executive Director, at 404-840-1477 or info@peachtreeroadfarmersmarket.com