



## 2017 RULES & REGULATIONS

### MISSION

To increase wholesome food choices in our community; educate the public and growers about the benefits of wholesome food; add value to grower production, thereby sustaining local agriculture; provide a direct grower-to-consumer market; and contribute to community wellness in the region.

### DEFINITIONS

**Downtown Hershey Association** (“Association”) – A 501.c.3 organization consisting of a board of directors representing government, residents, the Hershey entities, local businesses and civic organizations who work in concert with many other public and private groups and resources to move the downtown revitalization process forward.

**Farmers Market on Chocolate** (“Market”) – The venue managed by the Association to sell vendor products on a seasonal basis direct to consumers and operate as a “producer-only” market. All revenues associated with the Farmers Market on Chocolate are revenues of the Downtown Hershey Association.

**Market Committee** – A committee of volunteers tasked with management and coordination of the Market as described herein. The Market Committee formulates the direction of the Market for approval by the Organizing Committee.

**Market Director** – An individual who is responsible for managing the farmers market, at the direction of the Downtown Hershey Association Board and Organizing Committee. The Market Director is the face of the Farmers Market, and serves as the conduit between the Farmers Market Committee, vendors, and the Downtown Hershey Association Manager. The Market Director attends the market regularly, although he or she may not stay for opening and closing, if a manager on duty is present. The Market Director oversees program coordinators; manages vendor communication, administration, and payment. The Market Director, or the Market

**DOWNTOWN  
HERSHEY**  
ASSOCIATION

Manager on Duty is responsible for volunteers on the day of the Market. The Market Director works with the Downtown Hershey Association brand team to coordinate farmers market promotions and advertising, based on an annual budget proposed by the Market Director and approved by the Downtown Hershey Association Promotions Committee.

**Market Manager on Duty** – (“Market Manager”) An individual(s) designated by the Association to supervise the Market each week. The Market Manger responds to issues as they arise and alerts the Market Director of any such occurrences.

**Organizing Committee** – A committee designated by the Downtown Hershey Association to serve as the policy guiding group for Downtown Hershey Association events, promotions, projects, and activities of the organization.

**Producer-Only Market** – A producer-only market is one that does not offer agricultural products that are commercially made, created, or produced, and only allows agricultural products that are grown by a principal farmer. A producer-only market offers raw agricultural products such as fruits, vegetables, flowers, bedding plants, and potted plants. It also allows the sale of value-added products and other specialized non-produce items.

## **PARTICIPATION**

### **Vendor Membership**

All Vendors must be approved by the Market Committee, and satisfy all requirements herein. Starting the Second year of Market and thereafter, all new vendors must also be approved by the returning vendors in the pre-season Market Committee meeting by a simple majority vote.

### **Vendor Categories**

A Vendor will be approved to sell at the Market under one of the following non-exhaustive categories based on their primary commodity. It is the Market Committee’s sole discretion, by majority vote, to add additional categories. Once approved, Vendors may also sell additional products at their stand, subject to Market Committee approval.

1. Produce: vegetables, fruits
2. Meats: beef, pork, poultry, lamb
3. Dairy: milk, eggs, cheese, yogurt
4. Baked goods
5. Food Trucks

6. Art and Craft items: pottery, painting, sculpture, candles, jewelry, etc.
7. Antiques: focused on local history
8. Specialty items: herbs, flowers, honey, cider, wine, beer, etc.
9. Value added items to producer grown food

### **Application Process**

All persons intending to sell at the Market must, prior to approval, file an application with the Market Director, establishing that they are the actual grower or producer of **at least 80% of the specific items they intend to sell** and agreeing to the Farmers Market on Chocolate Rules and Regulations.

### **Vendor Selection**

The Market Committee will strive for a balance of vendor categories, with additional meat, fruit and vegetable growers taking preference over other categories. In the event of too many applications for one category, the Market Committee will review every application and will select Vendors at its discretion. Other spaces available in each category will be assigned; however, the Market Committee may deviate from this if it is in the best interest of the Market. Subject to space limitations, additional Vendors may be added to the Market at the beginning of each season or as needed, provided these persons have submitted the required application and met the conditions for Vendor Membership. (*See Market Fees for additional detail.*)

### **Meetings**

Vendors are welcome to attend Market Committee meetings. The Market Committee will periodically host vendor meetings to address issues facing the vendor membership. The Market Committee will host a vendor meeting prior to the start of each season for the purpose of discussing proposed changes, approving new vendors, and other business. The Market Committee will host a vendor meeting following the conclusion of each season to receive vendor feedback and conduct other business. Additional meetings may be called on an as-needed basis. Each vendor is entitled to one (1) vote on issues facing the vendor membership. Propositions are passed if they receive more than 50% of the votes cast. A quorum of 50% of the voting vendor membership is required prior to a vote. The Market Director may break tie votes.

## **GENERAL CONDITIONS**

### **Market Location**

The Market will be held on the parking lot adjacent to the Hershey Volunteer Fire Company near 43 W Caracas Avenue, Hershey, PA 17033. Vendors may drop off product and materials for setup from 6:30 a.m. to 7:30 a.m. and breakdown from 12:30 p.m. to 1:30 p.m., with interim parking available during setup and teardown.

### **Market Schedule**

The Market will start June 3, 2017 and run through September 30, 2017. Weather and product availability will be schedule-determining factors each season. The Market will operate weekly on Saturdays from 8:00 a.m. to 12:30 p.m. The Market Manager will provide notice to the public and to Vendor Membership if the Market is closed for emergency or weather-related reasons. It is each vendor's responsibility to have a reliable means of receiving notice.

### **Market Amenities**

To be determined, and as required by law and regulation.

### **Permitted Items of Sale**

Items allowed for Market sale include: fruits, vegetables, meats, dairy products, plants, herbs, cut flowers, baked goods, jellies, jams, honey, eggs, cider, and crafts from farm-raised products.

**With prior Market Committee approval,** Vendors may purchase items for resale provided that the Vendor identifies the source of the item(s), that the item(s) is not being produced and sold by one of the other Vendors and that, in the large majority of cases, these sales do not represent more than 20% of the Vendor's total sales. Such items may also be sold if there is a shortage of that item, provided that items purchased for resale may not be offered for sale until the supply of the product raised or produced by the Vendor(s) is exhausted. Violation of this provision could result in Vendor expulsion from the Market.

**Baked Goods:** The Vendor must produce the baked goods sold at Market. If the baked goods contain fruit or vegetables, the Vendor must use Pennsylvania-grown, seasonal produce. The use of commercial pie fillings is prohibited. Violation of this provision could result in Vendor expulsion from the Market.

**Sweets and treats:** The vendor must produce 80% of the products sold at Market.

**Crafts:** Crafts made from farm-raised products are preferred. Examples include, but are not limited to: wool products, soaps, flower arrangements, dried flowers, and beeswax items. Other locally made crafts will be permitted also, dependent on available spaces and at the discretion of

the Market Committee. Examples include, but are not limited to handmade: pottery, candles, sculpture, painting, and jewelry. Violation of this provision could result in Vendor expulsion from the Market.

Cider: Cider pressed by the Vendor or pressed exclusively from the Vendor's fruit is permitted. The sale of apples to an operator of a cider press and the purchase or trade for bottled cider in return from the press operator is not considered to have been produced exclusively from the vendor's fruit. Violation of this provision could result in Vendor expulsion from the Market.

Wineries and breweries: The vendor must produce 80% of the goods sold at market, excluding packaging. The vendor must possess all current licensing as may be required by the PLCB for the activity or event. The vendor may sell product by the bottle or in case lots.

Food Trucks: Part of the purpose of the Market is to offer a variety of unique and wonderful products. A limited number of food trucks will be allowed at Market during Market hours only, in accordance with the provisions of this Rule. Food trucks will be scheduled at the discretion of the Market Committee; those utilizing ingredients from market vendors, or locally sourced ingredients will be given selection priority. Specialized and/or organic items are preferred. Prepackaged products or products only requiring heating are prohibited. Before being permitted to sell at Market, each food truck shall provide the Market Director a copy of a \$1 million per occurrence product liability insurance policy listing the Downtown Hershey Association as an additional insured and shall provide the Market Director with copies of all relevant licenses or permits. Food trucks operators must sufficiently buffer any noise and odors created by generators or other power supplies so as not to disrupt conversation between market vendors and customers.

### **Labeling policy**

#### *1) Non-producer products*

- a. To ensure adherence to the 80/20 rule outlined in our by-laws, introduction of new products to the market during the market season must be approved by the Director.
- b. Products not of the vendors own production should be clearly labeled, and must identify the farm/producer of origination.

#### *2) Organic products*

- a. Only certified organic products may use the words "organic" or "organically grown". All certified organic vendors should have a copy of their organic product verification with them.
- b. In the case of vendors selling products that are not their own (as per 80/20 guidelines) which are labeled as "organic", they should have both a copy of that producers (current) OPV and a proof of purchase of that product.

### 3) *Non-certified organic labeling*

a. We strongly encourage producers to label all growing practices that are sustainable (i.e. “naturally grown”, “chemical free”, “pesticide/herbicide free”, Farm Alliance Certified, etc.) as long as they accurately reflect reality.

### **Market Fees**

Vendor fees for the 2017 season will be \$400 per vendor for core vendors, \$550 for core food trucks, \$250 for bi-weekly rotational vendors, \$325 for bi-weekly food trucks and \$30 per day for one time vendors and \$50 per day for one time food trucks. Farmers who offer produce and/or meat are permitted to obtain a double space for the cost of a single space for their first three years of participation. Handmade goods, specialty items, crafts, and beer/wine vendors will get one space for the same price as other market vendors, based on a standard market space, as determined by the Market Committee.

The seasonal fee for Vendors is **due prior to April 1st 2017**, along with a completed application and requested attachments. Seasonal fees can be paid in cash or check, payable to the Downtown Hershey Association.

Approved Vendors will set up their own stands and supply their own tent or canopy for their site. All tents must be commercial grade pop-up or free standing frame tents. All tents must be secured by weights or stakes at each corner of the tent. No stakes may be driven into concrete or asphalt and weights or stakes cannot be more than six inches away from the legs of the tent. The Market Committee reserves the right to reject any vendor shelter deemed unsafe or unsuitable for the Market.

### **Regulatory Compliance**

Vendors must comply with all applicable *local, state, and federal regulations* including:

1. health and labeling regulations that apply to preserves, honey, cider, baked goods, canned goods, eggs, meats, poultry, dairy, etc.;
2. sales tax collection;
3. approval of weigh scales by area weights and measures officer;
4. organic certification for products claimed as such; and,
5. pesticide licensing and their safe use.

The Association and the Market do not provide insurance to cover activities of a grower or producer, his or her employees, or agents at the Market; however, the Association will purchase *blanket liability insurance* for the Market. The blanket insurer and the Association require verifiable evidence that each Vendor has individual liability insurance, as well as a hold harmless commitment. **Vendors must include these items with their application.**

## **Vendor Commitments**

Vendors are currently responsible for providing commercial grade pop-up type shelters, *tables, cloths, chairs, scales, whisper sound generators* and other items needed to operate their stands. All tents must be commercial grade pop-up or free standing frame tents. All tents must be secured by weights or stakes at each corner of the tent. No stakes may be driven into concrete or asphalt and weights or stakes cannot be more than six inches away from the legs of the tent. The Market Committee reserves the right to reject any vendor shelter deemed unsafe or unsuitable for the Market. The Market Committee reserves the right to reject any vendor shelter or materials deemed unsafe or unsuitable for the Market.

## **The Market**

Vendors must abide by the following Market policies:

- Vendors must provide a clean and safe area around their stand.
- Vendors will only sell products of the highest quality and freshness.
- Distress pricing will not be permitted.
- Vendors must display a sign identifying the name and address of their entity.
- Except for emergencies or previously arranged absences, stands must be occupied when the Market is open (Vendors are permitted to joint ventures with other producers to meet this requirement).
- All Vendors are jointly responsible for general cleanup of the area at the conclusion of each Market day.
- The Market will be open and Vendors are expected to adhere to the approved schedule, *rain or shine*.
- Selling shall not begin before the Market opens (with the exception of selling to customers with a physical handicap, who may make purchases before the Market opens); however, selling will be permitted between 12:30 pm - 1 pm during our soft close.

- Vendors shall be ready to operate by Market opening time and shall leave the parking lot within one (1) hour after the market closes.
- The Market expects that Vendors will be present every day the Market is open. In the event of an emergency, a Vendor may contact the emergency contact, either the Market Manager or Market Director, and notify him/her that s/he will be unable to attend the Market. An emergency absence is permitted **once**. If a Vendor will miss a week, the Vendor must provide the Market Director with **two-week notice** of the absence, in writing. An excused absence, with notice, is permitted **once**.

Vendors may apply to *share a vending space*. Each Vendor will be required to complete one application form and be subject to all the same conditions applying to other Vendors. One Vendor will be designated as the lead and will be responsible for determining the category that best describes the stand and for paying the Market fees. On a case-by-case basis, the Market Committee may modify this policy.

Vendor *space designations* will be assigned at the discretion of the Market Committee and Market Director to achieve the best layout for the Market. The Market layout may be revised over the course of the season if such revisions are in the best interest of the Market. If applicable, returning Vendors will be given the option of returning to their previous space or selecting an available space.

One (1) space may be made available for students of the Milton Hershey School, free of charge, to sell their grown items. As noted previously, it is intended to recruit additional students to assist Vendors in staffing their spaces for the entire Market day and season.

Two (2) spaces will be made available free of charge for *educational and community activities* related to health, nutrition or sustainable agriculture or for non-profit community groups. This space will be available on a first-come, first-served basis, and must be reserved in advance through the Market Committee.

## **Marketing**

The Market strives to support local Vendors in any way possible. As such, Vendors agree to allow photography of their stands, produce, and products, as well as use of the Vendor name for purposes of marketing and promoting the Market.



## **Sales Reporting**

Sales and attendance data are valuable to the Market in many ways. The Market Committee can identify spending trends, apply for grants, choose appropriate events, solicit new vendors, etc. with this useful information. Vendors agree to submit monthly sales data the first Wednesday of the month to the Market Director using the sales data sheet provided to the Vendors by the Market Committee. Your identity will not be made available to anyone.

## **Cleanliness**

Vendors must use common cleanliness practices such as general sanitation, clean personal appearance, hand washing, covering samples, providing trash receptacles for samples, and generally keeping stands neat and tidy during market. All waste and garbage must be removed at the end of the market day.

## **Behavior**

The Market is committed to providing a safe and welcoming environment for vendors, shoppers, and volunteers, and we expect vendors to share this commitment. Vendors are encouraged to resolve their differences peacefully through submitting market-related concerns or grievances in writing to the Market Director or Downtown Hershey Association Manager.

- a. Inconsiderate, threatening, or aggressive behavior of any kind – including verbal and/or physical abuse of fellow vendors, volunteers, market committee members, or shoppers – will not be tolerated. The first instance of such behavior will result in immediate suspension from the Market for a period of two weeks. A vendor suspended in this way will be allowed to send their product and stall to market in care of a representative, provided the stall is in full compliance with the operating guidelines. Upon return from suspension, any further instance of inappropriate or aggressive behavior will result in the vendor and stall being banned from the Market permanently; reapplication from such a vendor will not be considered. Aggressive or inappropriate behavior is defined by the Market Committee as shouting obscenities, making offensive comments to others, discrimination of any kind, or any other form of verbal abuse or negative outbursts. Inappropriate behavior also includes physical violence such as pushing others, throwing objects or any other physical actions that compromise the market's safety.
- b. If at any time a vendor, Committee Member or customer of Market feels unsafe as a result of a vendor's behavior, the Market Committee reserves the right to take proactive measures to resolve this issue in a manner that preserves the integrity of the Market and ensures a safe environment for customers, vendors, and volunteers.

- c. The decision to suspend and/or ban a vendor from the Market will be made through the careful consideration of the Market Committee. Communication of market suspension and/or ban will be relayed to the vendor in question by the Market Director.

### **Site Visits**

All vendors shall allow the Market Director and members of the Market Committee to inspect their farm and/or production facilities and review all production-related records, as deemed necessary in the sole judgment of the Market Committee. Prior to an inspection, the Market Director or Market Committee member seeking to inspect a vendor's farm and/or production facilities must provide the vendor with one-week notice in writing and select a mutually agreeable time for the visit. A vendor's submission of an application constitutes the vendor's consent to an inspection and agreement to cooperate with all such inspection.

### **VIOLATIONS AND MARKET CERTIFICATION**

The Farmers Market on Chocolate is primarily a producer-only market. The guarantee to the consumer – that this Market consists of local farmers selling what is grown on their farms – is based on the words and deeds of the Vendors. *There is no independent certification of “producer-only” status available at this time.*

Any *complaint* against any Vendor regarding the origin of their produce or goods, or any other matter that cannot be resolved on-site with the Market Manager, must be directed to the attention of the Market Director in writing:

**For the 2017 season please send to:**

**Farmers Market on Chocolate  
c/o Wendy Lubell, Market Director  
204 Java Avenue  
Hershey, PA 17033**

Upon receipt of a written complaint, the Market Director will inform the Vendor and call a meeting of the Market Committee, the members of which will determine what type of investigation will be conducted. After an investigation, a report with recommendations will be made to the Market Committee stating whether the complaint is valid and, if so, if the Vendor should receive a warning, a temporary suspension, or expulsion from the Market. The recommendations will be acted upon if a 50% majority of the committee votes to accept them. The Market Director will advise the Vendor of the decision.

**TERMINATION**

Market on Chocolate will terminate when there are less than four (4) active members, exclusive of the Market Director, or by mutual consent.

**Please send this document along with the Farmers Market on Chocolate Application Agreement page and payment to:**

**Farmers Market on Chocolate  
c/o Wendy Lubell  
204 Java Avenue  
Hershey, PA 17033**

Please make your check payable to: **Downtown Hershey Association.**

**By signing this agreement, I agree to adhere to the Farmers Market on Chocolate 2017 Rules and Regulations. My failure to adhere to any of the above paragraphs may lead to the immediate termination of this agreement and removal from the Market, at the discretion of the Market Committee.**

Vendor Signature: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Business: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Phone Number: \_\_\_\_\_

Vendor Email: \_\_\_\_\_