

**St. John Parish  
Creole Farmer's Market (CFM)  
Market Rules and Regulations**

**MARKET MISSION:**

The mission of the Creole Farmer's Market is to increase access to fresh, locally harvested produce, to build a strong community on vendor/consumer relations, to bring people of the River Region together, and to promote economic development.

**MARKET SITE MANAGER DUTIES INCLUDE BUT ARE NOT LIMITED TO:**

- Management of the Creole Farmer's Market
- Collection and forwarding of rents and fees
- Recording attendance of vendors
- Liaison between vendors and the Farmer's Market Committee (FMC)
- Resolution of minor disputes regarding vendors on behalf of CFM
- Inform the FMC in writing of any known alleged violations of the guidelines as defined
- Enforce all rules & regulations of the CFM
- Always promote the market with a positive attitude

**All decisions made by the Market Site Manager are subject to review and revision by the Farmer's Market Committee.**

**VENDORS MUST:**

- Always remember the mission of the market
- Continuity and reliability are critical! All fulltime vendors are expected to participate in the market on a regular basis throughout the market season.
- The Market Site Manager's approval is required prior to market day if you plan to change or add products or deviate from normal operation.
- Vendors must offer enough product volume to sell for the allotted time.
- If a vendor sells out of product prior to close of the market day, vendor must notify the market site manager. Vendors must remain open, display a sold out sign and remain for the duration of the market hours.
- Professional behavior and language are expected.

**ELIGIBILITY:**

All persons who actually produce the products they intend to sell are eligible to participate in the market, subject to the following rules:

One of the objectives is to help small and new entrepreneurs gain entry into the local market; therefore preference may be given to vendors who do not already maintain retail operations in the river region area.

**General Rules:**

1. **Definition of Vendor and Farm/Production Facility:** All products sold must be grown or otherwise produced by the vendor. "Vendor" will be defined as the producer of goods sold and will include the spouse, siblings, children, parents, and employees of the applicant who assist in

the cultivation and/or production at the same property listed in the application under "Farm/Business name".

**2. Produce grown or produced at a location not listed in the application is not eligible to be sold.**

The participation of true grower cooperative is encouraged, but proof of cooperative membership and organization (by-laws, articles of incorporation, etc.) is mandatory. In this case, the address of each farm participating in the cooperative and the name of each farmer should be included on the application. The resale of items purchased by the vendor shall not be permitted except in the case of ingredients required by those producing prepared products such as jams or jellies and other products.

**3. Permitted Items for Sale:** Items allowed for sale shall include fruits, vegetables, berries, nuts, plants, herbs, flowers, baked goods, eggs, honey, jams, wine (not to be consumed on site), and other value-added products.

"Farm crafts" are defined as those crafts which have been traditionally produced on the farm using farm products. These crafts include beeswax or soy candles, soaps, and hand-dyed yarns (from local cotton and wool).

Fresh or frozen fish and seafood are permitted, provided the product is captive-raised or wild-harvested by the vendor or designated employee. Fresh or frozen meat, poultry, and dietary products must be raised, harvested, prepared for resale, packaged, and displayed in accordance with proper local state and federal regulations.

**4. Application and Verification:** All persons intending to sell at the market must file a vendor application with the Market Site Manager. All produce growers must indicate that they are actual growers or producers of the specific item which they intend to sell at the market and that they are registered with the state agent.

A new applicant may begin selling their products after the application is approved.

All vendors shall allow the committee representatives and/or county agent the right to certify by inspection that the products sold are being grown or otherwise produced on site. Vendors who wish to claim their produce as organic must provide proof under the LA Certified Organic Program.

**5. Vendor Application Renewal:** Vendors participating in the market must renew their applications annually, listing products they are currently selling as well as any new products they wish to introduce.

The farm operation and/or name of the commercial vegetable grower must have current registration with the area USDA Farm Service Agency (FSA). A commercial vegetable grower and participant in the Creole Farmer's Market is defined as a grower who self produces vegetables on 2 or more acres of land, and/or involving greenhouse management production, and who

engages in the sale of self-produced vegetables as a means to acquire full or partial supplement to annual income.

Vendors are permitted to sell only the items that the FMC approves to sell. Vendors who want to introduce new products must submit a new application to the FMC listing all products to be sold.

- 6. Health Regulations:** All vendors participating in the CFM must comply with the sanitary rules and regulations of the Parish. Farmers who are found to be in violation are subject to immediate expulsion from the CFM.

All food must be elevated off the ground by at least 6 inches and grown in accordance with all local, state and federal regulations.

Hot foods must be kept at a temperature of 135 degrees or higher. Foods that are in cold storage must be at a temperature of 41 degrees or lower. Baked goods must be covered or visibly encased. Vendors **MUST** provide and use thermometers to monitor the safety of their products. All coolers must be cleaned and bleached when necessary. Refrigeration of fresh eggs is recommended by LSU Agricultural Department.

- 7. Rental Fee:** All approved applicants who sell goods in the CFM are required to pay rent for the space that they use. The rent shall be paid in full at each market and a receipt shall be provided to the vendor. Rent due from each approved vendor shall be collected by the Market Site Manager who shall forward all payments to the Parish Finance Manager. The Market Site Manager's records of rent due and rent paid shall be open for inspection at all times.

- 8. Hold-Harmless Clause and Insurance:** All authorized vendors participating in the CFM shall be individually and severally responsible to the CFM for any loss of any or every kind, including without limitation: personal injury, deaths, and/or any other damage that may occur as a result of the vendors' negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and hold the CFM harmless from any loss, costs, damages, and/or expenses, including attorney's fees, suffered or incurred by CFM by reason of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the CFM for negligence, its servants, agents, and employees. **Because no insurance is provided to vendors, participants in the CFM must carry their own product liability insurance. All vendors must have vehicle liability insurance to cover any incidents related to damage caused to persons or property by their vehicle.**

- 9. Market Location:** The CFM is located at 5793 Highway 18 in Wallace, LA. The designation and allocation of vending spaces shall be the responsibility of the Market Site Manager.

- 10. Space Assignment:** The Market Site Manager shall assign spaces on or before market day in a manner that will keep the Market presentable and functional. Vendor tables may be larger as long as they do not exceed the designated booth measurements. No product will be allowed to be displayed on the ground (with the exception of live plants). Canopies and umbrellas, as well as vehicles, tables and merchandise, are not to extend into the space of another vendor unless such has been agreed to by both parties and the Market Site Manager. Fees are determined on

a per space basis. A space is defined as an area measuring 10' x 10' with 3 to 4 feet between each. Any expansion beyond one space into any part of another may require that rent be paid for the whole of that additional space.

For all intents and purposes, the Market Site Manager will assign regular spaces to those vendors who participate on a weekly basis. Vendors who only participate seasonally or who do not come every week will be assigned on a first-come, first-served basis and will be slotted into the market in a way that will keep the market presentable and functional.

The Market Site Manager has the right to require vendors to change their display if it is deemed to present a safety risk, or in the event vendor does not follow appropriate booth display regulations.

- 11. Time for Set-Up:** The setting up of the Market may begin one hour prior to opening. Vendors must be in their assigned space and prepared to sell at least 20 minutes prior to market opening. Vendors arriving after this time may be excluded from participating in the market for that day.
- 12. Booth Set-up:** All vendors MUST have and display signage with their farm or business name and location at their booth for the duration of the Market. Vendors may also be required to display other licenses or permits by state or local regulatory agencies. If a vendor sells out of the product, the farm or business name sign must remain at the booth, along with a sign indicating that the vendor is out of product. All vendors will have a tent and/or appropriate committee approved covering for their booth. All tables must be totally covered with clean tablecloths.

**Vendors are responsible for setting up their displays and keeping their space neat and clean.**

- 13. Clean-up:** All vendors shall remove **all** items in their areas at the end of each Market day. All vendors shall load up their vehicles and shall be clear of the parking lot 30 minutes after market closure. Vendors shall be responsible for the cleanliness of their selling and surrounding areas. Vendors shall not use public trash receptacles for disposal of produce boxes, crates, and unsold produce. **Vendors leaving unclean areas will be charged a \$10 clean up fee.**
- 14. Pricing, Weights, and Measures:** Each vendor will operate as an individual entity and as such, each vendor is responsible for setting his/her own prices. However, intentional undercutting and predatory pricing are not allowed. Weights and measures are expected to be in accordance with all applicable local, state and federal regulations. **PRODUCT PRICES MUST BE CLEARLY DISPLAYED.**
- 15. Labeling:** All vendors are expected to clearly label all products, as necessary, in accordance with all applicable local, state and federal rules and regulations.
- 16. Method of Production and Product Quality Claims:** Though vendors selling at the market are acting as individual business entities, claims made by individual vendors may be perceived by customers to be backed by the market as a whole. For this reason, claims of specific production practices, and claims that products have specific nutritive or other health benefits, must be supported by analyses or studies, or methods of analysis, which are recognized by state or

federal law. **Only certified organic growers may claim to use organic growing methods.** As there is no state or federal certification program for those making “pesticide-free” and related claims, vendors may not make such claims until such a program is established by an official state or federal agency. Disparagement of vendors’ products is strictly forbidden.

- 17. Sales Tax:** Each vendor will operate as an individual business entity and as such, each vendor is responsible for collecting his/her own sales taxes, where applicable. Whereas, farmers/producers selling their own produce directly to consumers are exempt from sales taxes, value-added producers (i.e. bakers, preserve-makers) may be required to pay sales or other taxes (check the local, state and other applicable regulations and see how they apply to you).

All vendors, including farmers/producers, must be registered with the St. John’s Sales Tax office and obtain parish occupational licenses with proof of registration presented to the St. John Parish Creole Farmer’s Market.

- 18. Miscellaneous:** In Market area, there must be no firearms, illegal drugs, no alcoholic beverages (except those for legal sale) and no tobacco products.

## ISSUES OF IMPORTANCE

- 1. Festival Site:** The Creole Farmers Market shall be declared a permanent, approved festival site by St. John the Baptist Parish Council.
- 2. Accident/Incident Report:** An incident report shall be filed by the Market Site Manager regarding the complaint. Any complaint against any vendor regarding the origination of produce or goods, or any other matter, must be directed to the attention of the Farmer’s Market Committee in writing. Complaint resolution of matters of this nature is the responsibility of the Market Site Manager and the FMC. Together they shall determine, in their sole discretion, what type of investigation, if any, shall be conducted in response to written complaints; whether or not the written complaints shall be provided to the vendor against whom the complaint is directed; what type of response (written and oral) a vendor against whom a complaint is made shall be entitled to make; and the time frame in which such a response shall be made.
- 3. Vendor/Customer Conflicts:** Any conflict, or potential conflict, which may arise between vendors, or vendor and a customer, must be brought to the attention of the Market Site Manager.
- 4. Sole Discretion:** When the Market Site Manager determines that a vendor has violated any provision of these guidelines, a vendor may receive a warning, temporary suspension, or expulsion from CFM depending on the severity of the incident or violation.
- 5. Cancellation of Application:** CFM reserves the right to cancel the approval of any vendor’s participation at any time if and when CFM finds a vendor in violation of any of the CFM guidelines and eligibility requirements.
- 6. Weekly Report Requirements:** The CFM is operated by St. John the Baptist Parish in order to subsidize market operational expenses. Market vendors are required to assist the Farmer’s

Market Committee and Market Site Manager in complying with the record keeping requirement. The Market Site Manager and FMC is required to submit a weekly, quarterly and annual report providing the following information:

- Cumulative totals of **gross** vendor sales figures (**Individual sales figures are not reported. Also, Employee salaries should not be deducted from cumulative gross vendor sales.**)
- Customer attendance
- Vendor attendance
- Vendors domiciled both in St. John Parish and outside St. John Parish
- Annual “peak season survey” of market patrons
- Any other information, report or document requested by the Parish

**The FMC has further agreed to:**

- Generate revenue from a Seedling Program & sale of promotion items
- Support ARC’s Greenhouse Program
- Participate in LA Seniors Farmers Market Nutrition Program
- Work to attract tourist attendance
- Sponsor “lagniappe” programs for entertainment and education
- Seek grants, donations to defray operating expenses

**FEES AND PENALTIES**

In order to be a success, the CFM needs a stable group of farmers and other vendors who will sell their goods each and every week. Therefore, a Membership Fee plus a weekly Market Space Rental Fee must be paid in order to participate. New vendors are required to pay their membership fee by the first day that they participate as a vendor.

**1. Vendor Membership:**

- **Annual Vendor Membership:** All CFM vendors who wish to sell at the Market on an ongoing basis must pay an Annual Membership Fee established by the Parish. This membership is for 12 months.
- **Seasonal Vendor Membership:** Those vendors who have a seasonal product or who wish to participate for a shorter period of time may pay for a Seasonal Membership of six (6) months or less.
- **Guest Vendors:** Guests may be invited to participate at the CFM as guests for a special event or some other limited purpose. Guest participation **MUST** be approved by the Market Site Manager and the FMC prior to participation. Guests are exempt from the membership requirement, but **MUST** pay the weekly Market Rental Fee if products will be sold.
- **Non-Profit(s) Participation:** All non-profit guests must be approved by the FMC prior to participation in the Market.

**2. Market Space Rental Fee:** A space will be provided to all vendors for a weekly fee established by the FMC.

**3. Absence Penalty: Continuity and reliability are critical!! For this reason any vendor who does not notify the Market Site Manager on the day preceding the Market, will be responsible to pay the Market their weekly booth fee.**

Non-regular vendors who show on Market day without first notifying the Market Site Manager of their intent to participate, will not pay anything extra, but will be subject to placement in the Market at the Market Site Manager's discretion or may be turned away. Disputes shall be brought before the FMC for settlement. For the Farmers' Market to be a success, we must be able to count on the regular attendance of all vendors.

## **MARKET HOURS, FEES & PENALTIES**

### **Market Hours, Set-up & Clean-up:**

#### **Saturday Market Hours: 9:00 AM to 3:00 pm**

- Arrival Time – 8:00 AM
- Ready to Sell by 8:45 AM
- Clean-up complete by 3:30 PM

### **Fees and Penalties**

- Annual Membership - \$45
- Seasonal Membership - \$25 for 6 months or less
- Daily booth rental - \$15
- Clean-Up Penalty - \$10
- Absence Penalty - \$15 (Vendor must call by 6 PM of day prior to market. A \$15 penalty fee will be charged during the next market day if the vendor is a "no-show". The regular market rental fee for that day will also be collected.)

### **Contact Information:**

#### **Creole Farmers Market Site Manager:**

c/o Terri Abadie, St. John Economic Development  
(985) 652-9569  
1801 W. Airline Hwy.  
LaPlace, LA 70068