

OAK GROVE FARMERS MARKET RULES OF OPERATION

The Oak Grove Farmers Market (the "Market") is operated by the Oak Grove Chamber of Commerce.

These Rules of Operation apply to all aspects of the Market, and each Market participant will operate under these Rules. Any violation of these Rules of Operation may result in the immediate revocation of the vendor's Market rights.

1. Vendors. Every Market vendor is subject to these Rules of Operations. A vendor is defined as the primary person signing the agreement and/or operating a Market stall. Anyone who is working or assisting in the business must abide by the Rules. Each stall must have an adult 18 years of age or older at the booth at all times, unless prior arrangements have been made with OGCOC and proper insurance has been provided. Minors must be supervised by an adult at all times.

2. Location. The Market is located at 1100 S Broadway, Oak Grove, MO 64075 on the West corner of 10th & Broadway. The mailing address for OGCOC is PO Box 586, Oak Grove, MO 64075.

3. Dates and Times of Operation. Subject to the approval of the City of Oak Grove (the "City"), opening and closing dates will be determined by OGCOC. The 2019 Market dates are April 6 – Nov. 2. Market days are 7 a.m. until sell-out, or 8pm (whichever comes first) Wednesdays and Saturday & Sunday. Moving vehicles are constantly pulling in and out of this lot. Please be sure to setup booth in grassy area to allow customers to pull in and park. A driving lane must be maintained within the Market area at all times for safety reasons. Operate with extreme caution at peak business hours assuring the safety of you & your employees, as well as all patrons.

4. The OGCOC does not provide any set-up equipment or supplies. Vendors must bring their own tents, tables and chairs. All tents must be adequately weighted down to ensure safety. · Vendors are responsible for setting up, displaying and bagging their products in a salable manner that is sanitary and attractive. Vendors are required to keep their stalls clean. · Each vendor must display and sell products from within the confines of their stall (a canopy no larger than 10x10 and a table are allowed for each stall). · A vendor is required to keep all contents, products and byproducts in the boundaries of his/her assigned stall at all times. ALL VENDOR TRASH IS TO BE REMOVED FROM SITE AT END OF DAY! Each vendor's vehicle will be kept clean and presentable. Vendors cannot sell out of their vehicle. · Each vendor must display the name and location of his or her farm or business at their booth.

5. Products Sold. The Market will be open to persons who desire to sell products of quality and value that preferably have been grown or made by the vendor. Flea-market-type items and hawking are not permitted. Sales of jams, jellies, eggs, meat, baked goods, flowers, fruits, and vegetables are permitted if in compliance with the Jackson County Environmental Health Department. No guarantee of exclusivity of products are made or implied. Sales of live animals and used items are not permitted. Resale of packaged meat is prohibited. Homemade baked goods, new handmade craft items related to a Farmers Market may be allowed but must be preapproved by OGCOG and proper documentation is provided. Vendors are required to disclose ALL products to be sold at the Market to OGCOG. No exceptions are to be made without prior approval.

6. Farmer/Non-Farmer Ratio. Both farmers and non-farmers can sell at the Market. As recommended by the Missouri Department of Agriculture, OGCOG strives for an 80/20 balance: 80% of the market vendors must be farmers and 20% can be non-farmers (crafters, bakers and value-added vendors).

7. Produce and Plants. All produce and/or plants must be grown in Missouri or grown within 150 miles of Oak Grove. Produce grown by the vendor should be labeled as "homegrown." If the vendor is selling produce that is not homegrown by him/her, it should be labeled and separated accordingly. Signage at a minimum should be 3" x 5" and easily read. If the majority of produce being sold is not grown by the vendor, one sign indicating the source (minimum of 8" x 10") is sufficient. Signage may be handwritten. The vendor is responsible for knowing where any produce he/she sells is coming from. Vendors purchasing from auctions must be able to show proof of where the produce is being grown before selling it at the Market. If there is a concern or complaint, the vendor must be able to confirm the origination of the produce and prove the origin. Vendors must carry receipts of all wholesale items and, upon request, the vendor must be able to provide the farm name, address and phone number for where the produce was grown. At the Oak Grove Farmers Market, only certified organic produce can be labeled and sold as "organic." A copy of certification should be placed on file with OGCOG.

8. Compliance with Law. All vendors shall comply with all state, federal and local laws. Sale of all food items must comply with state and local laws and health codes. Sellers of eggs, meat, baked goods, honey, cider, dairy products and other value-added products must follow the appropriate rules as set by the Jackson County Environmental Health Department and obtain any necessary permits. All permits and licenses must be available upon request. Sampling permits may be required in order to be allowed to give out samples. Each vendor is responsible for any permits needed. Contact the Jackson County Environmental Health Department at 816-881-4634. Scales are to be state-approved and all packaged items are to be labeled with the net weight and content description. Sales tax must be collected as required by Missouri State law. It is the sole responsibility of each vendor to pay sales tax to the Missouri Department of Revenue

9. Pricing. Prices to be charged will be fair and at then-current market prices. The vendor and the customer will negotiate sales. OGCOC is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded. The vendor is responsible for payment of all sales taxes, if applicable.

10. Pets. Vendors are not allowed to have pets at the Market, with the exception of service animals for persons with disabilities.

11. Trash. Each vendor is responsible for disposing of the vendor's own trash at home or another location. Vendors may not dispose of trash in the trashcan located in the Market area, as this is solely for the use of customers and pedestrians. Leaving behind boxes and over ripe produce will result in that vendor being banned from selling at the Oak Grove Farmer's Market in the future.

12. Parking. Any vendor, their employees and/or helpers with extra vehicles must park them in the public parking areas on 11th Street. Vendors are not to use any surrounding lot (including church on 10th Street) or Broadway parking spaces for their vehicles. These spaces shall be used for customers only.

13. Special Events. During SEPTFEST, September 21, 2019, vendors with food carts will not be allowed at the Market. No daily stalls will be available during that weekend in the Farmer's Market area. If you would like to sign up as a Vendor for SEPTFEST please contact OGCOC at 816-690-4147.

14. Vendor Conduct. Vendors must be truthful and honest at all times in disclosing the origin of products being sold and their production practices. Fraudulent, dishonest and deceptive practices carried out at the Oak Grove Farmers Market will be punishable by cancellation of selling privileges. Vendors and their employees will be neat, suitably dressed, and communicate in a courteous and appropriate manner. No smoking is allowed in the Market. No alcohol is allowed on the premises. All vendors and patrons will show others respect at all times. Foul language will not be tolerated. Vendors, employees, helpers or patrons who arrive inebriated during Market hours, use foul language, or act in a confrontational manner will be asked to leave the Market immediately, and will need approval from OGCOC to return. No overnight stays are allowed!

15. Rule Violations. Violations of any of these Rules as determined by OGCOC may result in suspension from the Market or revocation of Market privileges and prohibition from participating in future years. Upon determination that a vendor has violated any of these Rules, OGCOC shall determine the appropriate response action. The degree and nature of any response action shall be within the absolute discretion of OGCOC, and may include a warning, fine, and revocation of Market privileges, among other actions. All vendors are responsible for the action of their employees or helpers. If a vendor receives 3 warnings in the same season, he/she may be expelled from the Market. Based on the severity of the infraction, it may result in immediate expulsion from the Market. OGCOC has the authority to deny any person the

privilege of operating at the Oak Grove Farmers Market who, in OGCOC's judgment, is using methods that are detrimental to the Market, or contrary to the Market's policies, standards and mission.

16. Disputes. If a problem arises, please contact OGCOC at 816-690-4147, if available. In emergency situations contact 911. Any customer complaints should be submitted in writing to PO Box 586, Oak Grove, MO 64075 or you may contact OGCOC by phone.

17. Purpose, Amendment and Interpretation of Rules. These Rules are intended to create a safe and successful Farmers Market and shopping environment. They may be amended or modified, when necessary, by OGCOC. OGCOC, and City of Oak Grove staff has the authority to interpret, when necessary, and enforce the Rules of Operation.

18. Indemnity and Hold Harmless. Each vendor will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by activities of the vendor or anyone helping the vendor; and each vendor, by signing this document, hereby holds harmless the City of Oak Grove, the Oak Grove Chamber of Commerce and the Farmers Market Committee members for any such damages. The vendor further agrees to pay any claims against the City of Oak Grove or Oak Grove Chamber for personal injuries that are the fault of the vendor or anyone helping the vendor (this includes the costs of any lawsuits, out-of-pocket expenses and attorney's fees). Please initial that you have read and understand the following:
_____ I understand that it is my responsibility to know where any products I am selling are being grown or produced, and I will be truthful in representing the origin of my products to customers. _____ I understand that all items I intend to sell at the Market must be disclosed to OGCOC. _____ I understand that all products, signs, displays, etc. must be kept within the confines of my assigned space.

All vendors and helpers must read and agree to comply with all of the Farmers Market Rules of Operations.

Name (Printed) _____ Signature _____ Date _____