



## **RULES & REGULATIONS**

Updated October 2022

Lafayette Farmers and Artisans Market is a federally designated 501c-3 Non-Profit Organization, incorporated by the State of Louisiana, and is a collaborative effort of Local Growers, Food Artisans, Craftsmen, and Fishers.

The Lafayette Farmers and Artisans Market is a Producer-Only Farmers Market. No Resale is Permitted.

### **Mission**

The Lafayette Farmers and Artisans Market at the Horse Farm, Inc. (LFAM) provides access to affordable food and health education by serving as a premier venue for seasonal, farm-based products and artisanal creations offered by local producers. Located in Moncus Park, LFAM is a regional hub of interactive cultural and educational activity with programs ranging from cooking classes and gardening workshops to heritage events, environmental stewardship lessons, and traditional craft demonstrations.

LFAM provides an arena in which farmers, gardeners, nutritionists, physicians, yoga instructors, chefs, cultural leaders, artists, consumers, and others can build collaborative relationships, thereby empowering locals to improve health outcomes and fostering a strong sense of community.

LFAM builds broad public support for the community-enriching projects of Moncus Park while generating funds to develop, maintain and further the Park's educational activities.

### **Vision**

The Lafayette Farmers and Artisans Market will be a recognized destination for local farmers selling their agricultural products, local artisans selling their wares, and value-added food vendors offering local specialty food and drink, thereby creating a community incubator of economic development for these small businesses. The Lafayette Farmers and Artisans Market encourages a sustainable local food system as it offers: fresh, healthy, local food choices to customers of all income levels, relationships with farmers and fishers, interactive cooking classes and educational opportunities for our community, especially our youth, on the social, economic and health benefits of producing, buying and consuming fresh, local food, with respect to seasonal harvests. LFAM seeks to become a central gathering place for our culturally diverse residents and visitors.

### **Lafayette Farmers and Artisans Market Rules and Regulations:**

The Lafayette Farmers and Artisans Market has established rules and regulations that guide vendors in understanding their responsibilities as members of the market community. Understanding and complying with these guidelines helps the market operate smoothly and efficiently so that all participants may benefit.

## I. VENDOR ELIGIBILITY INFORMATION & REQUIREMENTS

### A. Producer-Only Market:

- The Lafayette Market is a producer-only market.
- All products sold must be grown or otherwise produced by the vendor. No resale is permitted.
- A vendor may not sell products grown or produced by others.
- Vendors warrant the quality of all his/her products when they are offered to the public.
- Produce grown or products produced at a location not listed in the application are not eligible to be sold - except by cooperatives, as noted below.

### B. Definition of farm/vendor production facility:

**Vendor** shall be defined as the producer of goods sold and shall include the spouse, siblings, children, parents, and employees of the applicant who assist in the cultivation of the same property listed in the application under "name of the farm/production facility." Only vendors listed in the approved application are eligible to sell from the booth at the market.

**C. Cooperatives:** The participation of true grower cooperatives is encouraged, but proof of cooperative membership and organization (Bylaws, 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 in the application.

**D. Product Verification:** All vendors are required to allow LFAM representatives to inspect their farms, boats, and production facilities prior to vendor acceptance to the Market and at any time, with or without notice, so as to maintain the integrity of a producer-only market.

### E. Market Participants (Vendors):

**1. Market Member Vendor** – A member of the Lafayette Farmers and Artisans Market who vends at the Lafayette Market on a regular, occasional, or seasonal basis throughout the year. This includes vendors in all selling categories, as well as Food Trucks.

**2. Non-Profit Representative** - Organizations with official 501c-3 status may apply for a booth space at the Market by submitting the Non-Profit Representative Application found on the Market's website. The Board of Directors and Market Director will approve applications based on the organization's ability to demonstrate a significant relationship with the market's mission on their application. Due to space limitations, only one non-profit representative will be allowed at the Market each week, solely to promote and educate market-goers about their organization. Approved non-profit representatives will not be permitted to fund-raise, sell merchandise, sell memberships, or make any financial transactions with market-goers. Once approved, non-profit representatives may require scheduling far in advance because of space limitations.

**F. Market Guests** – Guests may request entry into the market or may be invited to the market by the LFAM Board of Directors and Market Director. Guests may be accepted or invited to help fulfill the mission and vision of the Lafayette Market. Examples include:

1. Musical Guest
2. Guest Chef
3. Guest Speakers & Educators
4. Special Event Guests (i.e. Courir des Mardi Gras Leader, etc)

### G. What May And May Not Be Sold At Market:

**1. Consideration of Product Mix and Variety:** In order for the Market to ensure an appropriate product mix, vendors are permitted to sell only the items that are listed on their vendor application. Vendors who want to introduce new products must submit emailed request to the Market Administrator, detailing the item(s) they would like to add. This request will be considered and approved or denied by the Market Review Committee at the monthly meeting.

***Vendors may incur fines for selling products that have not been approved.***

## II. VENDOR CATEGORIES

### CATEGORY 1: FRESH FOOD

**1a: Fresh Produce, Plants, Flowers:** Includes foods that historically have NOT been identified as sources of food-borne illness: items such as, but not limited to, raw vegetables and fruits; edible plants; eggs; honey; shelled peas and beans; nuts; garlic; spices; grains; herbs; bedding plants.

**1b: Fish, Meat & Dairy** which includes the most common sources of food-borne illnesses, some of which are life threatening. Cleaning process, transportation, and appropriate storage environments are required. This category includes raw and frozen meats (beef, lamb, mutton, pork, goat); raw and frozen small poultry; raw and frozen game bird and rabbit; raw and frozen fin fish and seafood (crustaceans, fish, turtle, alligator); live seafood (shellfish, crustaceans, oysters); fluid milk and fresh dairy products; cheese; canned and pickled products; cured sausage and cured meat.

### CATEGORY 2: Value-Added Products/Prepared Food

**2a: Non-edible Value Added Products** which include homemade soaps, candles, lotions, body oils, lip balms, and other prepared items not suitable for consumption.

**2b: Edible Value Added Products/PrePackaged** which include foods that have been identified as the source of few outbreaks of food-borne illness. They are usually packaged in plastic bags or glass/plastic bottles or in jars/bottles and include items such as, but not limited to, native wines, herbal vinegars, pastries, cookies, cakes, cheesecakes, chocolates, fruit syrups, jellies, jams, herbal and vegetable spreads, vegetarian foccacias, sandwiches, pies, stuffed breads, fresh pasta, fresh juice, and cider.

**2c: Edible Value Added Products/Prepared Onsite** - This includes all foods prepared/cooked at the Market for immediate consumption.

### CATEGORY 3: Ready to Eat Foods

Potential new market item(s) to be sampled/sold should:

- Include at least one locally grown ingredient and/or demonstrate a link to Acadiana's cultural heritage.
- Be a product that can be marketed during more than one season.
- Be submitted to the committee in the exact form they will be offered for sale. They must be packaged, labeled with ingredients, company name, address, and telephone. Products must also be labeled with the intended price.
- Preferably, be healthy and nutritious.

All products are evaluated for approval based on the amount of similar products already at the market, how much your product is homegrown or homemade, the attractiveness of your product, and your perceived readiness to sell at a large venue. We also value a strong social media presence to promote yourself and the market.

**CATEGORY 4: Artisans:** The Lafayette Farmers and Artisans Market (LFAM) complies with standards set by the Louisiana Crafts Guild (LCG) and the Division of the Arts Crafts Marketing Program.

A. Artisan Applicants who **provide proof of their membership in good standing of the Louisiana Crafts Guild or the Lafayette Art Association** will not be subjected to Market Committee Review. They will be accepted to the Market upon submission of the Artisan Application and \$25 Market Application Fee.

Artisan Applicants who are NOT Crafts Guild nor Lafayette Art Association Members or who have NOT been previously juried must first have their work juried and approved by the Market Review Committee in order to sell at the Market.

The Board of Directors of the Lafayette Farmers and Artisans Market reserves the right to review juried artisans' work periodically to ensure that items sold at the market are of the same quality of the items each artisan was approved to sell through the jury process.

Crafts are evaluated for approval based on:

- The number of similar products already at the market
- Creativity,
- Mastery of skills
- The quality of your product
- The attractiveness of your product,
- Your readiness to sell at a large venue
- We also value a strong social media presence to promote yourself and the market.

### III. PRODUCTS NOT PERMITTED FOR SALE:

- A. Produce grown or produced at a location not listed on the application.
- B. Items not approved in advance by market staff.
- C. Items purchased by the vendor for resale.
- D. Swag (i.e. T-shirts; coozies; any type of specialty items)

### IV. VENDOR APPLICATION, FEES AND MEMBERSHIP

- A. **Application:** All persons, businesses, or organizations wishing to become a vendor at the Lafayette Farmers and Artisans Market must file a vendor application verifying that they are the actual grower or producer of the specific items that they wish to sell at the market. ***Potential vendors are encouraged to fully read the Market rules and regulations to ensure they are eligible for the market before applying.***
- B. **Application Fee:** Applicants must pay a non-refundable \$25.00 fee in order to be considered.
- C. **Annual Membership Dues:** "Market Member Vendors" are required to pay Annual Membership Dues of \$50.00, effective October 1, annually. Vendors entering the market October 2 through March 31 must pay the full \$50 membership fee. Vendors entering the market April 1 through September 30 must pay a \$25 prorated Membership Fee.

**After October 1 of each year, only Market Member Vendors In Good Standing who have paid their Annual Membership Dues and provide proof of current product liability insurance (if required) will be permitted to sell at the market. Any vendor who has not paid by October 15 (grace period) will no longer have access to the Market and will need to reapply. THIS APPLIES TO ALL MARKET VENDORS REGARDLESS OF LONGEVITY OR ATTENDANCE FREQUENCY.**

- D. **Entry Into the Market as a Vendor:** Upon meeting all of the requirements (approval of vendor application; payment of all applicable fees, submission of proof of insurance; product sampling) applicant will be notified by the Market Administrator that they are a Market Member in Good Standing and may start vending at their convenience. The process may take from four to six weeks. The Market Administrator will make every effort to keep applicant apprised of approval progress.

## V. MARKET RENTAL FEES & POLICIES

### A. Weekly Booth Fee:

Weekly Booth Fee is \$30 PER 10' frontage, or \$35 if electricity is required for **your kitchen equipment only**. The fee is payable via Paypal on our website: [marketatmoncuspark.com](http://marketatmoncuspark.com)

The fee may be paid at any day/time during the week but **MUST BE PAID NO LATER THAN NOON ON THE THURSDAY PRIOR TO VEND DATE**. The upcoming Market Date is removed from the payment options list at NOON ON Thursday.

### B. Booth Set Up:

**Tents:** Only white tents are allowed. Vendors are responsible for bringing their own white tent. **Colored tents are not allowed.**

**Space:** All Vendor displays must remain within a 10 x 10' square space. No feather banner flags allowed. Tables and merchandise are not to extend into the space of another vendor unless otherwise agreed upon by both parties and the Market Director. The Market Director has the right to require vendors to change their display if it is deemed to present a safety risk.

If the sale of a certain item absolutely requires the presence of a truck, trailer, or vehicle at a near distance from the tent (not in designated vendor parking areas), the vendor may request the use of additional space to meet these requirements and will need to pay dues to cover the cost of the whole of that additional space.

**Tent Weights:** All vendors are required to have 25lb weights on each of their tent legs. Failure to have weights will result in a penalty. **Weights must be removed last.**

**Electricity:** Vendors who require electricity must provide their own 200', heavy duty power cord.

**Non Profit Representatives:** Non Profit representatives will be assigned a designated non-profit booth space.

### C. Cancellation Policy: Vendor No Shows are not reimbursed for missed days. If you pay for the Market and do not show up, you forfeit the payment.

**Notified Cancellation:** In the event of a foreseeable absence, vendor must notify Market Administrator by email or text **prior to the NOON THURSDAY DEADLINE** in order to either: receive a refund; or request that their payment be applied to a future Market date.

#### Market Cancellation

Ours is a "rain or shine" Market. So long as there is not a severe weather warning (hurricane; ice/snow, high winds, tornado, etc), we will be open. The choice to attend or not is yours. If you choose not to attend, you must notify us of that decision **BEFORE THE THURSDAY NOON DEADLINE** in order to not forfeit your payment for that Saturday.

**In the event of dangerous weather, the Market Director, along with input from the Board, can decide to close the Market. Vendors will always be notified via email of that decision. In that event, Vendor payments will be moved to the next market. If you choose not to attend the next market you may request a refund.**

### D. Space Assignment: The Market Director will assign booth spaces on the Friday before Market day. An email will be sent with those booth assignments some time on Friday. Designated spaces are not guaranteed and vendors may be assigned different vending spaces on busy weekends. **No spots are guaranteed, regardless of tenure or attendance regularity.**

## VI. VENDOR RELATIONS:

The Market Director has the right to deny or restrict any vendor or vendor representative's access to the market for failure to follow the LFAM Rules and Regulations. Problems, complaints or concerns must be directed immediately to the Market Director. Any grievance that cannot be resolved between a vendor and the Market Director may be submitted in writing to the LFAM committee for settlement.

The Market strives to provide a fair and equal opportunity for all participants to sell and purchase only quality products at a fair and reasonable price. All vendors and the LFAM Market Director have received a copy of the Rules and Regulations with an understanding of the importance of their cooperation. The grievance procedure is in place to help insure this policy is followed. If you feel a vendor or the Market Director has acted in a way that harms the Market please complete the LFAM Grievance Form and email it to [admin@marketatmoncuspark.com](mailto:admin@marketatmoncuspark.com).

## VII. HEALTH AND SAFETY:

- A. All vendors participating in the Lafayette Farmers and Artisans Market must comply with the sanitary rules and regulations of the Parish and State Health Departments.
- B. All vendors who sell food items (both perishable and non-perishable) are required to show proof of attending a Safe Food Handling class. New vendors have 6 months to attend the class. The market will host at least one FREE Food Handling Class per year given by LSUAg. All vendors will be notified of free class dates.  
  
If you choose not to attend the free class provided by the market, you must attend a ServSafe class ([www.servsafe.com](http://www.servsafe.com)) on your own. Those classes are about \$200. If you have already attended a ServSafe class, please send a picture of the certificate to the Market Admin. The free market-sponsored class is not an official ServSafe class.
- C. All seafood, fish, meat, meat products, poultry and dairy products must be raised, harvested, prepared for sale, packaged and displayed in accordance with current local, state, and federal regulations.
- D. All produce must be fresh (not last week's produce on sale today) and displayed elevated off the ground by at least 6 inches. Live plants are excluded from this requirement. Farmers must follow state and federal pesticide control laws.
- E. Value-added products must be produced in accordance with state health regulations, which in some cases may require preparation in state-approved commercial kitchens.  
*(For more information: <http://forrager.com/law/louisiana/>)*
- F. Food samples, if offered, must be provided to the public in appropriate containers, maintained at an appropriate temperature and handled in accordance with health regulations.
- G. The Market Director can deny a vendor permission to offer food samples for reasons such as extremely hot weather and/or if a potential health issue is raised.

## VIII. GENERAL OPERATIONS

- A. **Market Hours** are Saturdays, 8:00 a.m. – 12:00 Noon, at Moncus Park, 2913 Johnston Street in Lafayette, LA.
- B. **Set Up:** The setting up of the Market may begin at 6:00 a.m. on Saturday mornings. Vendor entry, located at the Johnston Street Market entrance, **will close at 7:30 a.m.** Vendors arriving after this time will be excluded from participating in the Market for that day. The gravel road is used for loading & unloading only, and vehicles must remain on the gravel road at all times for loading and unloading. To protect the beautiful and historic oak trees of the Moncus Park property, no vehicles are allowed to park, load, or unload on the mulch around the oak trees' roots.

- C. **Bagging & Selling:** Neither selling nor bagging shall begin before 8:00 a.m. on Saturdays. Selling shall cease at noon.
- D. **Take Down:** Take down shall not begin before noon. If a vendor sells out of product, the farm or business signage and tables/coverings must remain set up at the booth, along with a sign indicating that the vendor is out of product. **Do not sign up for a Market if you cannot commit to being there until 12:00 Market close.** Your booth should be completely disassembled before moving your car for loading.
- E. **Clean up:** All vendors will be responsible for the cleanliness of their selling areas during Market hours. Vendors will clean up their areas at the end of each Market day. Market Director will approve clean up.
- F. **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 price wars are not allowed. Weights and measures are expected to be in accordance with all applicable local, state and federal rules and regulations, approved by the Louisiana Department of Agriculture and Forestry, and have current inspection stickers.
- G. **Signage:** All vendors must display their farm or business name 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. All signage is subject to approval of the Market Director. Only signage promoting items approved for sale at the Lafayette Farmers and Artisans Market is permitted for display.
- H. **Labeling:** All vendors are expected to clearly label all products as necessary and in accordance with all applicable local, state and federal rules and regulations.
- I. **Method of Production and Product Quality Claims:** Under existing state and federal law only certified organic growers may label their products “organic.” (<https://www.usda.gov/topics/organic>) No products sold at the market shall be labeled with uncertified health claims. Disparagement of other vendors’ products is strictly forbidden.
- J. **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 selling their own produce directly to consumers are exempt from sales taxes, value added producers (i.e. bakers, preserve makers) and artisans may be required to pay sales or other taxes.

**K. Infractions & Fines: Violations of the Market Rules and Regulations will be handled as follows (unless otherwise noted in the Rules and Regulations for specific policies):**

**RISK INFRACTIONS INCLUDE:** *These are infractions that may result in bodily harm to our customers and/or other vendors*

- Missing 25lb tent weights
- Driving through a crowd at close of Market - customers must be cleared before you can drive
- Improper Food Handling: Serving food incorrectly. *Keep freshly prepared food warm or cold as required. When serving food do not touch the food; use tissues/wax paper/gloves. Perpetual glove usage does not mean hands are clean.*
- Any other violations considered risky

**NUISANCE INFRACTIONS:** *These infractions may affect other vendors and the detract from the Market.*

- Consistently arriving late and/or leaving early
- Selling unapproved product(s)
- Barking or loud music
- Large feather banner flags
- Driving on mulched areas
- Lack of pricing signage; booth name signage/banner
- Not cleaning up your space and the immediate area surrounding your space
- Any other violations of market policies listed in this document

### **INFRACTIONS CONSEQUENCES - 3 strikes and you are out**

- **1st offense: \$30 fine - must be paid before attending the next market. You will receive an emailed notice.**
- **2nd offense: \$60 fine - must be paid before attending the market again. You will receive an emailed notice and the Board will be notified.**
- **3rd offense: Appearance before the board to determine possible expulsion from the Market.**

- L. **Insurance:** Each vendor, selling value-added edible products MUST CARRY HIS/HER OWN PRODUCT LIABILITY INSURANCE. Proof of product insurance will be verified upon entry into the Market and a copy must be submitted to the Market Administrator. Proof of current product liability insurance must be submitted to the Market Director each year with Annual Membership Dues.

Among several options for Product Liability Insurance, here are a few that many vendors use:

[www.fliprogram.com](http://www.fliprogram.com)

[www.campbellriskmanagement.com/vendors-and-producers](http://www.campbellriskmanagement.com/vendors-and-producers)

(Local) Montesano Insurance Agency: 337.235.5919

- M. **Hold Harmless:** The renter shall indemnify, defend and hold harmless the Lafayette Farmers and Artisans Market, their sponsors and managing agency, employees and volunteers from and against all claims, damages, losses, and expenses arising out the space's use if such claim is attributable to personal injury, bodily injury, disease of death, or injury to, or destruction of property, including the loss of uses there from, and is not caused by any negligent act or omission of willful misconduct of the Lafayette Market, their sponsors or their employees or volunteers acting within the scope of their employment.

### **IX. Miscellaneous**

- A. **Modifications:** These rules and regulations may be amended at any time by the Lafayette Market Board of Directors.
- B. **Construction and Growth:** Moncus Park is in a transitional phase and construction will take place on various portions of the property in the coming years. The market may be moved around the park proper, or even to adjacent property to accommodate construction. Cooperation is appreciated by all vendors as progress for the community park moves forward.
- C. **Booth Sharing:** Vendors selling the products of two or more completely independent producers/businesses are not permitted to share booth space. Each booth should represent only one producer/business.
- D. **Soliciting:** Soliciting for events that are not directly related to the Lafayette Farmers and Artisans Market is prohibited. All flyers, pamphlets, handouts, and sign-up sheets present at the market must be approved by the Market Director and the Board of Directors a week in advance of the market at which they are to be distributed.

### **Modifications:**

The Board of the Lafayette Farmers and Artisans Market reserves the right to revise the Market rules and regulations at any time they deem appropriate. These rules are hereby adopted and valid as of October 1, 2022.



**LAFAYETTE FARMERS AND ARTISANS MARKET GRIEVANCE FORM**

If you feel a vendor or any other participant has acted in a way that harms the LFAM, please supply the following information:

Your name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of the vendor or person in question: \_\_\_\_\_

Infraction(s). Please state the specifics of the violation of the rule. Provide any evidence that supports your concern:

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Date(s) of occurrence: \_\_\_\_\_

Time(s) of occurrence \_\_\_\_\_

Please submit your claim via email, to: [admin@marketatmoncuspark.com](mailto:admin@marketatmoncuspark.com)

I have read the LFAM Rules & Regulations policy. I agree to all terms and conditions of the LFAM.

Your Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received by: \_\_\_\_\_