

Ascension Fresh Market



RULES AND REGULATIONS

- I. **MISSION STATEMENT.** It is the mission of Ascension Fresh Market (hereinafter “AFM”; also “Market”) to create a venue for local farmers and vendors to sell locally grown produce and products to citizens in the local area.
- II. **GENERAL ELIGIBILITY.** All persons actually *growing and/or producing* food and agricultural products that they intend to sell at the Market are eligible.
- III. **MARKET LOCATION.** The Market will operate weekly on Saturdays located at 14040 Airline Highway, Gonzales, Louisiana from 8am – 12 noon.
- IV. **GOVERNANCE:** The Ascension Fresh Market, a Louisiana non-profit corporation, is governed by an eleven member Board of Directors of community representatives who oversee the operations of the market. The Board consists of the following appointed representatives:
 - A. Parish President or his/her appointee
 - B. President/CEO or appointee of the Ascension Economic Development Corporation (and its foundation)
 - C. President/CEO or designee of the Ascension Chamber of Commerce
 - D. Executive Director or his/her appointee of the Ascension Parish Tourist Commission
 - E. County Agent
 - F. 2 Farmers At-Large
 - G. 1 Vendor At-Large
 - H. 3 At-Large Members Appointed by the Committee

Correspondences to the Ascension Fresh Market Board should be sent to 6967-A Hwy 22, Sorrento, LA 70778.

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V. GENERAL RULES:

- a. **VENDOR | FARM PRODUCTION FACILITY REQUIREMENTS.** All products sold at the Market must be *grown or produced by the vendor*. A “vendor” is defined as a producer of products sold and shall include the spouse, siblings, children, parents and employees of the applicant who assist in the cultivation of the product listed in the application. Produce grown or produced at a location not listed on the application is not eligible for sale. The resale of items purchased by a vendor is strictly prohibited. Those vendors selling *value added products*, such as jams, jellies, salsas, hot sauces, etc. are required to grow or wild-harvest at least one major ingredient in their product(s). For example, they may grow the blueberries in blueberry jelly, tomatoes and peppers for salsa, etc. One vendor can sell ingredients (e.g. fruits, vegetables, herbs) to another vendor for purposes of producing a value-added product when it is unfeasible or uneconomical for the initial vendor to produce the value-added product.
- b. **PERMITTED ITEMS.** Items permitted for sale at the Market are listed on Exhibit A, attached hereto.
- c. **APPLICATION | VERIFICATION.** Prospective vendors/farmers intending to sell at AFM must complete and return the attached application. A submitted application warrants that the vendor is the actual grower or producer of specific items requested to be sold at the Market. The applicant may begin selling at the Market on the second Market day after the application has been approved. The purpose of this delay is to maintain continuity and order at the Market for both customers and existing vendors. This delay may be waived at the discretion of the Board. The Board will review the application for approval authority. All vendors shall allow Market agents and representatives to inspect their production facilities at any time, with or without notice, to ascertain that products sold are being grown or otherwise produced on-site so as to maintain the integrity of a producer-only Market.
- d. **HEALTH REGULATIONS.** All vendors participating in AFM must comply with sanitary rules and regulations of the Parish and State Health Departments, and the specific food handling procedures document distributed to each vendor upon acceptance to the market.
- e. **PRICING, WEIGHTS AND MEASURES.** Each vendor will operate as an individual entity and, as such, is responsible for setting his/her own prices. Weights and measures are expected to be in accordance with all applicable local, state and federal regulations. All scales shall be approved by the Louisiana Department of Agriculture and Forestry and have current inspection stickers.
- f. **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. If a vendor sells out of product, the farm or business name sign must remain at the booth, along with a separate sign indicating that the vendor is out of product. All signage is subject to approval by the Board.
- g. **LABELING.** All vendors are expected to clearly label products as necessary and in accordance with all applicable local, state and federal rules and regulations.

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- h. **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 AFM 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 and federal government agencies for purposes of certification. For example, under existing state and 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 other vendors’ products is strictly forbidden.
- i. **RENT.** All vendors selling products at the Market are required to pay rent for the space they use. This rent shall be paid to the Ascension Fresh Market and shall be collected during Market hours by the market officials. Checks will be made out to the Ascension Fresh Market. Ascension Fresh Market officials shall be responsible for recording all rent due and paid, and providing receipts to vendors. The market’s records of rent due and paid shall be open for inspection at all times.
- j. **HOLD HARMLESS CLAUSE AND INSURANCE.** All vendors participating in the Market shall be individually and severally responsible to the Ascension Fresh Market for any loss, personal injury, deaths and/or any other damage that may occur as a result of the vendor’s negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the Ascension Fresh Market from any loss, cost, damages, and other expenses, including attorneys’ fees, suffered or incurred by the Ascension Fresh Market by reason of the vendors’ negligence or that of its servants, agents and employees. Because no insurance is provided to participants in the Market, each vendor must carry his/her own product liability insurance and cover any incidents related to damage caused to persons or property by a vendor’s vehicle. At the request of AFM, proof of both product and vehicle liability insurance should accompany any application to participate in the Market.
- k. **SPACE ASSIGNMENT.** The designation and allocation of vending spaces shall be the responsibility of AFM officials, and shall be assigned on or before Market day. Vendors may display market items on tables facing the public, back table or truck bed. Under no condition may market items be displayed on the ground.
- l. **SET UP.** Vendors may begin setting up on Market day at 7:30am. Vendors must be in their assigned space no later than 7:45am. Vendors arriving after 7:45am may be excluded from participating in the Market for that day. No selling shall begin before 8am. Selling shall cease at 12pm.
- m. **CLEAN UP.** All vendors shall clean their vending spaces at the end of each Market day. All vendors shall load and clear their space by 1pm. Each vendor is responsible for the cleanliness of his/her selling area, and agrees to bring a broom and trash can to Market to help keep vending space free of any debris generated by Market activity. Vendors shall not use public trash receptacles for disposal of produce boxes and unsold produce.
- n. **SALES TAX | PERMITS.** Each vendor is responsible for collecting sales taxes, where applicable. Generally, Farmers are exempt from collecting sales taxes. Value-added

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producers (e.g. bakers) are required to collect sales taxes. Seafood vendors are required to maintain and display a current commercial fisherman license, but like farmers, are exempt from collecting sales taxes.

- o. **MISCELLANEOUS.** Vendors are prohibited from possessing at Market firearms, alcoholic beverages, or drugs. Pets, with the exception of seeing-eye dogs, are also prohibited.

VI. VIOLATIONS | COMPLAINTS.

- a. **GENERAL.** A complaint against a vendor regarding the origination or production of items sold at the Market, or any other matter, must be directed to the attention of the Board in writing. Complaint resolution of matters of this nature is the responsibility of the AFM BOARD (hereinafter "BOARD"). The BOARD shall determine, at 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 or 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.
- b. **VENDOR-CUSTOMER CONFLICTS.** Any conflict, or potential conflict, which may arise between a vendor and a customer of the Market must be brought to the attention of the BOARD for resolution. Should further action need to be taken, the conflict will be submitted to the BOARD for handling.
- c. **SOLE DISCRETION.** If the BOARD determines, at their sole discretion, that a vendor has violated any provision of these guidelines, a vendor may receive a warning, temporary suspension, or expulsion from AFM.
- d. **MARKET COORDINATOR'S SUSPENSION AUTHORITY.** The BOARD shall have the authority to warn or temporarily suspend a vendor for the present and next Market day, based upon the Ascension Fresh Market Board's personal observations of a violation of these guidelines.
- e. **CANCELLATION OF APPLICATION.** AFM reserves the right to cancel the approval of any vendor's application at any time if and when AFM finds said vendor in violation of any of the aforementioned guidelines and eligibility requirements. In addition to expulsion from the AFM, any vendor found to have not grown or otherwise produced the products he/she sells at AFM may be reported to local and state authorities.

VII. FEES AND PENALTIES.

- a. **MEMBERSHIP.** All AFM vendors are required to pay an annual membership fee of \$25.00. Checks are to be made out to the Ascension Fresh Market. The membership period runs from January 1st through December 31st of each calendar year and will not be pro-rated. New vendors are required to pay their membership fee on the first day they participate in the Market. Membership allows vendors to participate in all AFM general votes and to nominate vendors and farmers to serve, or to be nominated themselves to serve, on an ADVISORY COMMITTEE as a VENDOR OR FARMER REPRESENTATIVE. Exceptions to this rule are as follows:
 - i. **GUEST VENDORS.** Vendors may be invited to the Market from time to time to participate as guests for special events or some other limited purpose.

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Guest vendor participation must be approved by the BOARD prior to participation. Guest vendors are required to pay the \$20.00 booth rental fee.

- ii. **SHORT SEASON FRUIT VENDORS.** Short season fruit vendors are required to pay an annual membership fee of \$20.00 to participate in the Market. Short season vendors are defined as short season fruit growers (peach, pear, plum, persimmon, blueberry, blackberry, mayhaw, apple, raspberry, etc.) who participate in the Market not more than six weeks per year. Strawberry and citrus growers are required to pay the regular membership fee of \$25.00 to coincide with their longer growing season.
 - b. **MARKET SPACE RENTAL.** AFM's success depends on a stable group of farmers and other vendors to sell a diverse group of products each and every week. Rent is charged to provide stability for AFM, and is \$20.00 per space per day. Checks are to be made payable to the Ascension Fresh Market.
 - c. **APPLICATION FEE.** A non-refundable application fee of \$25.00 must accompany the attached application form or it will not be considered. A check or money order made payable to the Ascension Fresh Market must accompany the application. Payment of the application fee guarantees neither approval of the application nor participation in AFM.
 - d. **ABSENCE PENALTY.** An absence penalty of \$20.00 shall be assessed to any vendor who does not notify the Ascension Fresh Market at least 48 hours prior to the Market opening that they will not participate. Exceptions to this rule are at the sole discretion of the BOARD. Each vendor's participation is expected on days with inclement weather (rain, cold, etc.) except in the case of severe weather. Three absence penalties within a one year period may result in suspension or expulsion of the vendor from AFM. Vendors who wish to return to the Market following an extended absence (two or more consecutive weeks) must contact the BOARD at least ten days prior to the planned return. Disputes shall be brought before the BOARD for settlement.
- VIII. **MODIFICATIONS.** AFM reserves the right to revise these rules and regulations as deemed appropriate.

EXHIBIT A – PERMITTED ITEMS

CATEGORY A. Products in Category A include foods that historically have not been identified as sources of food-borne illnesses. These include, but are not limited to:

raw vegetables and fruits
eggs

edible plants
honey

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shelled peas and beans
garlic
grains
bedding plants

nuts
spices
herbs

CATEGORY B. Products in Category B have been identified as the source of few outbreaks of food-borne illness. They utilize two primary packing formats: plastic bags or glass/plastic bottles and jars. These include, but are not limited to:

native wines
cheesecakes
herbal vinegars
fruit syrups
herbal and vegetable spreads
fresh pasta

pastries, cookies, cakes,
chocolates
jellies and jams
pies
fresh juice and cider

CATEGORY C. Products in Category C have been identified as the source of most food-borne illness. Some are life-threatening. Clean process, transportation and storage environments. These include, but are not limited to:

raw and frozen meats
raw and frozen game bird and rabbit
live seafood
cheese
cured sausage and meats

raw and frozen poultry
raw and frozen fin fish and seafood
fluid milk and fresh dairy products
canned and pickled products

CATEGORY D. Products in Category D are Farm Crafts, and are defined as those crafts traditionally produced on the farm using farm products. These include, but are not limited to:

beeswax candles
hand-dried yards
Soy candles

soaps
woven goods

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VENDOR APPLICATION

Contact Information

First Name: _____ Last Name: _____
Farm Name: _____
Physical Address of Farm: _____
City, State ZIP: _____
Mailing Address: _____
City, State ZIP: _____
Telephone: _____ Mobile: _____
Facsimile: _____ E-Mail: _____
Acreage in Production: _____
Boat Name (if applicable): _____

Product(s) to be sold. Please describe in detail. Attach separate pages if needed.

Application Statement

I AGREE to abide by the Rules and Regulations of the Ascension Fresh Market; to obtain liability insurance and any and all permits and licenses (where applicable); to assist in the inspection of my farm, market garden, and/or kitchen by agents of AFM and of the Parish Extension Service; to sell only agricultural products produced by me in my garden, farm, production facility, or harvested on my boat. I further agree not to hold FISCAL AGENT(S) or any representative or employees thereof responsible for any damages arising out of the sale of my products or from my presence on the market site. I further understand that violation of these rules and regulations will result in immediate expulsion from AFM, and that state statutes allow for possible fines and/or imprisonment.

Signed: _____

Date: _____

PLEASE RETURN TO APPLICATION TO: NAME, ADDRESS, CITY, STATE ZIP, WITH \$25.00 NON REFUNDABLE APPLICATION FEE (CHECK OR MONEY ORDER) AND \$25 ANNUAL MEMBERSHIP FEE (WHICH WILL NOT BE CASHED UNTIL ACCEPTANCE IN THE MARKET). THANK YOU FOR YOUR INTEREST IN THE ASCENSION FRESH MARKET.