

**BERKELEY SPRINGS FARMERS MARKET**  
**Rules and Regulations**

The Market shall be known as the Berkeley Springs Farmers Market and shall be located in the Town of Bath or in downtown Berkeley Springs.

The Market shall be open from 10:00 a.m. until 2:00 p.m. every Sunday for 26 weeks from either the last Sunday in April or first Sunday in May through the last Sunday in October (with the exception of Apple Butter Festival weekend) and from 2:00 p.m. until 5:00 p.m. every Thursday from late June through early October.

**I. ELIGIBILITY REQUIREMENTS**

- A. The use of the Market is restricted to bona-fide growers, raisers, or producers of produce, flowers/plants, and related food items grown and produced by the vendor, except as exempted by other provisions in these rules and regulations. In addition to vegetables and fruits, items may include baked goods, jellies, jams, honey, meats, eggs, cheeses and/or other products approved by the Market Association. Other specialty products made but not grown by the vendor are also allowed however not to exceed 20% of booth space and only as an adjunct to grown or produced items, and at the approval of the Market Board. Space may be available to community organizations. Craft or commercial items are not permitted to be sold at the Market, except within the scope of these rules. Requests for partial season contracts will be considered at the discretion of the Board. Vendors may also be considered for participation through the Market Coop Booth.
- B. Vendors may sell no more than 10% of items that are not vendor produced. These items must be related to products being sold, i.e. plant stands, baskets, vases. Additionally, vendors may sell food to be consumed at the Market which they do not produce or add value to during production. Sale of these items will be specifically approved by the Committee for the purpose of benefiting the Market.
- C. Vendors may sell products for other producers, so long as all other requirements of the Market are met by the original producer, the original producer is identified on the contract or otherwise approved by the Market Board and the original producer is identified to the public.
- D. All vendors of processed food must comply with sanitary rules and regulations imposed by the Morgan County Health Department and are responsible for obtaining the licenses and/or permits necessary to comply with town, county, and state regulations.
- E. All vendors must be registered with the state of West Virginia. (Registration is also required for out-of-state vendors.) A copy of the WV business license must accompany Application. Organic growers must submit a copy of the certification in order to promote their produce as “organic” at the Market. The Market will provide the Town of Bath license to vendors.
- F. Business name of vendor must be prominently displayed.

- G. All vendors must have a minimum of \$300,000 in liability insurance. Proof of insurance must accompany the Contract.

## **II. GENERAL RULES**

- A. During the course of the marketing season, vendors or their immediate family must grow or prepare their products (the only exception being a cooperative operated by the Market or a permitted organization). See Section I, B for additional exception.
- B. Sunday Market participants shall pull into their assigned spaces no earlier than 8:30 a.m. and no later than 9:30 a.m. Sales are advertised to begin at 10:00 a.m. No sales are permitted before 10:00 a.m. Setup time and cutoff time for drive-in setup will be enforced. Non-Drive-in vendors must be in their spaces by 9:30 a.m. or will have to walk their goods in. Items shall not be sold after 2:00 p.m. unless vendors are otherwise informed. Anyone selling before 10:00 a.m. or after 2:00 p.m. shall be subject to one warning and for the second offense a \$25.00 fine. The third offense will result in removal from the Market. Thursday Market participants may pull into their spaces after 1:00 p.m. and may start selling as soon as they are set up.
- C. Sunday Market vendors may not vacate before the end of the Market at 2:00 p.m. and shall be out by 2:30 p.m. Thursday Market vendors may not vacate before the end of the Market at 5:00 p.m.
- D. Vendors will notify Market Master at least 24 hours before Market start if unable to setup. No more than two absences per season. Emergencies will be considered. Repeated failure to notify Market Master could result in fines and/or removal from Market.
- E. Market participants agree to make their stands and products offered for sale as attractive as possible. Each participant shall keep the market space free from refuse during market hours. Sales shall be conducted in a business-like manner. No shouting or other objectionable means of soliciting trade will be tolerated. Market participants agree not to practice distress pricing.
- F. All produce vendors must have certified scales at the Market.
- G. All flowers must be locally grown and picked within 48 hours.
- H. Fruits and vegetables shall be picked within 48 hours of the market days, to the greatest degree possible. Sales of wilted/low quality goods are unacceptable and may result in cancellation of the participant's privileges.
- I. All vendors must keep their display of goods strictly within the confines of their assigned space. At no time shall the safety or convenience of customers or vendors be compromised by another vendor's display. All displays, especially umbrellas and canopies, must be securely anchored.
- J. All vendors are responsible for the cleanliness of their selling area. At the conclusion of market hours, participants shall remove any remaining food items associated with sales, equipment, tables, chairs, bushels, boxes, bags, trash, etc., from the site as quickly as possible. Participants not cleaning their spaces to the

satisfaction of the Market Master shall be subject to one warning, a \$25.00 fine for the second offense, and removal from the Market for the third offense.

- K. No music may be played by vendors during the Market. All entertainment to be held outside of the Market area unless otherwise approved by the Market Master or the Board. No pets are allowed in the market.
- L. The Berkeley Springs Farmers Market shall employ or select Market Master(s), whose duty it shall be to assign market stands, inspect displays, supervise selling practices, collect fees, and perform whatever duties are necessary to ensure the proper operation of the Market.
- M. Violation of General Rules by a vendor must be directed to the Market Master. Complaints must be in writing and signed. The identity of the person making the complaint will be confidential. Complaint resolution is the responsibility of the Market Master and the Market Board.
- N. In addition to food sales, the Market may offer community-oriented workshops, demonstrations, and entertainment.
- O. The Board may reserve sales space in the Market for its own fund-raising activities. Funds from such sales are not intended for profit.
- P. The Board may make available space for use by community groups for non-sales purposes. Groups may request such space by contacting the Market Manager in advance of the market day. The Board will not permit tables for petitions or material of a graphic, religious, or political nature. The Board reserves the right to deny any requests for community space use. Community groups may reserve a space for the entire season for \$50.00 or obtain free space on a weekly basis at the discretion of the Board.

### **III. MEMBERSHIP**

- A. All vendors applying for seasonal contracts must submit contracts 60 days prior to first day of Market and pay their annual fee 30 days prior to first day of Market, regardless of when they plan to start vending at the Market. All paperwork must be completed including ALL items required. Checks will be deposited upon acceptance to the Market.
- B. Approved vendors will not be permitted to sell until fees are paid and contracts are in order.
- C. Each participant shall be issued a signed contract. All business names must be on the contract.
- D. Buying at auction or from other uncertified producers is prohibited and will result in loss of market privileges.
- E. Each participant shall have a definite location in the market that will be held for the entire season unless otherwise mandated by the Market Board.

- F. No participant shall have the right to sell, sublease, transfer or permit any other seller to use an assigned market location except by special approval of the Market Board.
- G. All completed applications, contracts, fees, copies of business licenses, and proof of insurance must be sent to the Morgan County Cooperative Extension Office, 129 Fairfax Street, Berkeley Springs, WV 25411. A list of approved vendors will be held by the Market Master for verification of each participating vendor.
- H. Berkeley Springs Farmers Market or their designee can conduct on-site unannounced farm and production operation inspection of participants if a participant's reputability as a food grower or producer is in question. If vendor is in error of application, first violation is a warning, second violation can be a fine of \$150.00 and third violation can result in dismissal of vendor anytime during the season.
- I. The Board shall promote the Market through advertising, newsletters, special events, press releases, posters and other appropriate means.
- J. The rules and regulations are enforced by the Market Board of the corporation, which is responsible for the management of the Market.
- K. All Market participants agree to abide by the rules of the Market.

#### **IV. MODIFICATIONS**

- A. The Board reserves the right to cancel the privileges of any member/market participant who, in the opinion of the Market Board, has violated the rules and regulations governing the Market.
- B. The Board reserves the right to cancel the Market season up to one month prior to the opening of the Market. Participants agree to hold the Market harmless for any and all losses except fees paid to the Farmers Market.
- C. The Berkeley Springs Farmers Market reserves the right to revise the General Rules and Requirements or to make exceptions when beneficial to the Market.

#### **V. LIABILITY**

Each vendor agrees to be responsible for all damages to life and property due to the vendor's activities or those of their employees or family members at the Market.