

German Coast Farmers Market Rules and Regulations *2024*

The mission of the German Coast Farmers' Market (GCFM) is to provide a market for a wide range of fresh vegetables, fruits, poultry, meats, seafood, dairy or poultry products, flowers and other value-added items, including Arts and Crafts, in the parish of St. Charles, as well as a community gathering place and tourist destination by:

1. Providing a place for small family farms to sell their goods directly to consumers
2. Assisting new entrepreneurs who sell food and farm-related products which make use of locally-grown ingredients to gain entry into the local market
3. Educating consumers about local farming, heritage, and healthy, seasonal eating
4. Providing a forum for building a sense of community among farmers, agriculturists, value added vendors and consumers
5. Bringing people together throughout the River Region area

THE CARDINAL RULES OF GCFM:

1. Always remember the mission of the market.
2. Continuity and reliability are critical. Regular vendors are expected to participate in the market on a regular basis throughout the year.
3. You must grow it, or otherwise produce it, to sell it.
4. No surprises. The Market Board's approval is required for any change or addition in products or deviations from your normal operation. **Please call by noon on the day preceding a market day if you are not able to attend. This is mandatory. Vendors failing to notify the Market will pay an extra booth rental fee upon next attendance.**
5. If a vendor sells out of product prior to the close of market day, vendor must notify the Market Site Manager. A **"Sold Out" sign is to be displayed.**
6. Vendors must plan to provide enough volume to sell during market hours.
7. When in doubt, talk to the Market Site Coordinator or a board member. We're here to help and work with you. If you have any questions or concerns, let us know.
8. Vendors must keep all children within the confines of the vendor booth area.
9. **Professional behavior and language shall be expected at the market. Profanity will not be tolerated. Infractions of this rule may result in termination.**
10. Tip Bowls are not allowed by regular vendors.
11. **No smoking or drinking alcohol in booths or market area.**
12. **Miscellaneous:** In Market area, there must be no firearms, illegal drugs, no alcoholic beverages (except those for legal sale at the market) and no tobacco products.

ELIGIBILITY REQUIREMENTS

All persons who actually produce the fruits, vegetables, seafood, FDA approved meats, processed meats, poultry products, plants, herbs, flowers, eggs, baked/cooked goods, sauces, jellies, jams, honey and/or other products that they intend to sell in the German Coast Farmers' Market are eligible.

GENERAL RULES

1. **Definition of Vendor and Farm/Production Facility:** All products sold must be grown or otherwise produced by the vendor. "Vendor" shall be defined as the producer of goods sold and shall include the spouse, siblings, children, parents, designated representative and employees of the applicant who assist in cultivation and/or production at the same property listed in the application under the "name of farm/production facility."
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. One of the objectives of the German Coast Farmers' Market is to help new entrepreneurs gain entry into the local market.
3. **Arts and Crafts** The Arts and Craft Market is a producer-only event (artists must create what they sell). The Arts and Craft Market has its own specific guidelines which can be obtained upon request. Craft Vendors may attend every market held. Market Space must be reserved. Vendor must notify Board Member by noon of day prior to the market that he/she plans to attend.

4. Permitted Item for Sales:

Items allowed for sale shall include fruits, vegetables, berries, nuts, plants, herbs, flowers, baked/cooked goods, eggs, honey, jams, wine (not to be consumed on site), and other products. 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 other animal products, including dairy and eggs, are also permitted for sale, provided the products are produced by the vendor or designated employee. All seafood, fish, meat, poultry, and dairy products must be raised, harvested, prepared for resale, packaged and displayed in accordance with proper local, state and federal regulations. In order for the market to ensure an appropriate product mix, vendors are permitted to sell only the items that the German Coast Farmers' Market Board approves to sell.

5. Vendors who want to introduce new products must submit a New Product Application to the Board listing all NEW products to be sold.

6. **Application and Verification:** All persons intending to sell at the GCFM must, prior to participating in the Market, file a vendor application with the German Coast Farmers' Market Board. ***Samples of value-added items must be submitted before application is accepted.*** All produce growers must indicate that they are actual growers or producers of the specific items which they intend to sell at the market and that they are registered with the State. A new applicant may begin selling at the Market after the application has been approved. **The Board of Directors has ultimate application review and approval authority.**
7. **All vendors shall allow GCFM 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 is organic must provide proof under the Louisiana Certified Organic Program.**

8. **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.
9. **Health Regulations:** All vendors participating in the GCFM must comply with the sanitary rules and regulations of the Parish and State Health Departments. All food must be elevated off the ground by at least 6 inches and grown in accordance with all local, state and federal regulations. Farmers who are found to be in violation of state and federal pesticide control laws are subject to immediate expulsion from the GCFM. Moreover, value-added products, such as baked-goods, jams, jellies and other products must be produced in accordance with state health regulations.
 - All vendors who sell prepared foods of any kind are recommended to take a **Food Preparation & Safety Course**.
 - All protein products must be prepared in a certified kitchen.
 - 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.
 - 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.
 - Baked goods must be covered or visibly encased.
 - Food Prep Disposable gloves must be used when handling food.
 - All Food Vendors dealing with grease fryers must have fire extinguishers nearby.
 - Any oil spill from frying must be cleaned before departure. Oil must not be disposed at the market site.
10. **Market Site Coordinator/Market Board Member duties** include but are not limited to:
 - * *management of the German Coast Farmers' Market*
 - collection and forwarding of rents and fees
 - recording of attendance of vendors
 - liaison between vendors and the Board of GCFM Directors
 - resolution of minor disputes regarding vendors on behalf of GCFM
 - Inform GCFM Market Director **in writing** of any known alleged violations of the guidelines as defined
 - enforce all rules & regulations of the GCFM
 - always promote the market with a positive attitude
 - assist with operation of the SNAP Program and Credit Card Program
 - **All decisions made by the Market Site Coordinator are subject to review and revision by the GCFM Board of Directors.**
11. **Rental Fee:** All approved applicants who sell goods in the GCFM 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 Coordinator who shall forward all payments to the GCFM Bookkeeper. The Market Site Coordinator's records of rent due and rent paid shall be open for inspection at all times. **GCFM Vendors, who sell products for other vendors, will be required to submit a vendor fee from the vendor whose products he is selling. (This is in addition to his vendor fee.)**

12. **Hold-Harmless Clause and Insurance:** All authorized vendors participating in the GCFM shall be individually and severally responsible to the GCFM 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 GCFM harmless from any loss, costs, damages, and/or expenses, including attorney's fees, suffered or incurred by GCFM 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 GCFM for negligence, its servants, agents, and employees. **Because no insurance is provided to vendors, participants in the GCFM 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.**
13. **Market Locations:** The GCFM are located in the parking area of St. Charles Parish East Regional Library at 160 W Campus Drive off of River Road in Destrehan and the West Bank Bridge Park, 13825 River Road in Luling. The designation and allocation of vending spaces shall be the responsibility of the Market Board and Market Site Coordinator.
14. **Space Assignment:** A Board Member shall assign spaces on or before market day. Concerning space availability for Saturday's market, confirmed vendors for Saturday's market who need electricity may have reserved spots. 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 Coordinator/Market Board Member. Fees are determined on a per space basis. A space is defined as an area measuring 10' x 24'. Any expansion beyond one space into any part of another may require that rent be paid for the whole of that additional space. Spaces are assigned by a Market Board Member in a manner that will keep the Market presentable and functional. For all intents and purposes, a Market Board Member will assign regular spaces to those vendors who participate on a weekly basis. Vendors who only participate seasonally, who do not come every week, or who show up on Market day without first notifying a Market Board Member of their intent to participate 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 Coordinator/Market Board Member 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.
15. **Time for Set-Up:** The setting up of the Market may begin one hour prior to opening. Vendors are to be in their assigned space and prepared to sell at least 15 minutes prior to market opening. Vendors arriving after this time may be excluded from participating in the market for that day. Vendors are responsible for setting up their displays and keeping their space(s) neat and clean.
16. **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 and unsold produce. **Vendors leaving unclean areas will be charged a \$10 clean up fee. Any oil spills must be cleaned up before departure.**

17. **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.**
18. **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. Vendors are expected to have a tent and/or covering for their booth. **All tables must be totally covered with clean tablecloths. All vendors with fryers must have a fire extinguisher nearby –within reach.**
19. **Labeling:** All vendors are expected to clearly label all products, as necessary, in accordance with all applicable local, state and federal rules and regulations.
20. **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.
21. **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 **unaltered** produce directly to consumers are exempt from sales taxes, value-added producers (i.e. bakers, preserve-makers) are required to pay sales or other taxes (check the local, state and other applicable regulations included in packet to see how they apply to you). Vendors must be registered with the St. Charles Sales Tax office and obtain parish occupational licenses with proof of registration presented to the German Coast Farmers’ Market.
22. **Miscellaneous:** In Market area, there must be no firearms, illegal drugs, no alcoholic beverages (except those for legal sale at the market) and no tobacco products.

ISSUES OF IMPORTANCE

1. **Accident/Incident Report:** An incident report shall be filed by the Market Site Coordinator/Market Board Member 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 a member of the Board of Directors of GCFM in writing. Complaint resolution of matters of this nature is the responsibility of the GCFM’s Board of Directors and Market Coordinator. 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.

2. **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 Board.
3. **Sole Discretion:** When the GCFM Board of Directors determine, in their sole discretion, that a vendor has violated any provision of these guidelines, a vendor may receive a warning, temporary suspension, or expulsion from GCFM depending on the severity of the incident or violation.
4. **Cancellation of Application:** GCFM reserves the right to cancel the approval of any vendor's participation at any time if and when GCFM finds a vendor in violation of any of the GCFM guidelines and eligibility requirements.
5. **Weekly Report Requirements:** The GCFM has entered into a yearly Cooperative Endeavor Agreement with the Parish of St. Charles in order to subsidize market operational expenses. Market vendors are required to assist the Market Board in complying with the terms of the Agreement. In exchange for the annual subsidy, the Board is required to submit a monthly, quarterly and an 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. Charles Parish and outside St. Charles Parish
 - Annual "peak season survey" of market patrons
 - Any other information, report or document requested by the Parish
 - The German Coast Farmers Market Board has further agreed to:
 - Operate an East & West Bank Market venue
 - Generate revenue from a Seedling Program & sale of promotion items
 - Participate in La. Seniors Farmers Market Nutrition Program
 - Promote resident business & entrepreneurship programs
 - Maintain a market web site & send a newsletter to market patrons
 - Work to attract tourist attendance
 - Sponsor "lagniappe" programs for entertainment and education
 - Seek grants, donations to defray operating expenses
 - Educate market patrons & visitors on the history of the Settlement of the German Coast
 - Provide information regarding local attractions, history, & accommodations

FEES AND PENALTIES

In order to be a success, the GCFM 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 second market that they participate as a vendor. New vendors are allowed one guest vendor appearance at each market site. Booth fee is required.*** (Current fee and penalty schedule attached.)

1. Vendor Membership:

- Annual Vendor Membership: All GCFM vendors who wish to sell at the Market on an on-going basis must pay an Annual Membership Fee established by the Board. 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 from Jan. 1—June 30 OR July 1—Dec. 31.
- Non-Profit(s) Participation: All non-profit guests must be approved by the Board prior to participation in the Market. Rental fees will be waived. One non-profit vendor allowed per month.
- Weekly Booth Rental Fees are to be paid before vendor leaves market area.
- Vendors must notify Market Coordinator/Market Board Member by noon on day prior to Market. If a vendor fails to notify Coordinator/Market Board Member, vendor will be charged extra booth rental fee upon next attendance. **Notification of non-attendance is very important.**

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

3. Rainout Procedure:

- If rainout occurs within 1st hour, vendor fee is waived.
- Rainout in 2nd or 3rd hour, partial fee is due (\$5 for west bank or \$10 for east bank).
- Full fee is due if rainout occurs during last hour of market.
- If fees have not been collected on rainout day, they will be collected at next market.

MARKET HOURS, FEES & PENALTIES

Market Hours, Set-up & Clean-up:

- Saturday Market Hours: 8:00 AM to Noon
 - Arrival Time – 7:00 AM
 - Ready to Sell by 7:45 AM
 - Clean-up complete by 12:30 PM
- Wednesday Market Hours: 1:00 PM to 5:00PM
 - Arrival Time – 12:00 PM
 - Ready to Sell by 1:00 PM
 - Clean-up complete by 5:30pm

Fees and Penalties

- Annual Membership - \$50
Annual Membership after June 30 - \$25
- Seasonal Membership - \$25 for 6 months or less from Jan. 1-June 30 Or July 1-Dec 31
- Daily booth rental for East Bank Market - \$20
- Daily booth rental for West Bank Market - \$15
- Clean-Up Penalty - \$10
- Failure to notify Market Board Member of non-attendance --\$20//\$15

Contact Information:

German Coast Farmers' Market
P. O. Box 119
Destrehan, Louisiana 70047

www.germancoastfarmersmarket.org

MODIFICATIONS

The Board of Directors of GCFM reserves the right to revise the GCFM Rules and Regulations as deemed appropriate.

Board Revised & Approved January 2024