

Town of Wrightsville Beach

1 Bob Sawyer Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480
Telephone: 910-256-7925 * Website: townofwrightsvillebeach.com

September 11, 2020

Dear Potential Wrightsville Beach Farmers' Market Vendor:

The Wrightsville Beach Farmers' Market opened Monday, June 1, 2020. The market season will continue each week through Monday, December 14, 2020. The market operates on the Town's municipal grounds located at 321 Causeway Drive from 8:00 am to 1:00 pm, providing plenty of parking and a family-friendly atmosphere. We are now in our 12th year and enjoying another successful season for our local producers and artisans.

Please carefully read the entire Town of Wrightsville Beach Farmers' Market Rules and Regulations and follow the steps below. You may email me with any questions at kryan@towb.org or you may call me at the Parks and Recreation Office at 910-256-7925.

1. Please fill out the attached Application to Sell form. Incomplete applications will not be considered.
2. Applicants intending to sell products regulated by local, state, and/or federal agencies must include copies of appropriate documentation from those agencies ensuring compliance. Applications that are received without this documentation will be considered incomplete.
3. All new vendor applicants must include a \$25.00 non-refundable application fee and a \$50.00 non-refundable annual participation fee (\$30.00 for seasonal vendors) with your completed application form. Returning applicants must only submit the annual participation fee with their renewal application form. These fees are in addition to the market fees outlined in the Wrightsville Beach Farmers' Market Rules and Regulations. Vendors applying to participate for a 6-week seasonal period must submit their application with the full seasonal fee including new vendor application fees. Seasonal does not apply to Part-Time craft vendors. Please see item 2.B.iv. for further information about being a part-time craft vendor.
4. Please make checks payable to Wrightsville Beach Parks and Recreation.

Space is limited so we encourage you to submit your application early. Once available spaces have been filled, eligible applicants will be added to a wait list and space will be assigned if and when space becomes available. You will be notified upon acceptance or rejection of your application.

Sincerely,



Katie Ryan
Recreation Program Supervisor

Town of Wrightsville Beach

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APPLICATION TO SELL AT THE 2020 TOWN OF WRIGHTSVILLE BEACH FARMERS' MARKET

Vendor Application (check one): _____ New Vendor _____ Returning Vendor

Farm or Business name: _____

Names of owner/s: _____

Mailing address (including zip code): _____

Telephone number (including area code): _____

E-mail address: _____

Sales & Use Tax ID Number (Attach a copy of your certificate if applicable): _____

Address of production location (if different from above) _____

DATES OF PARTICIPATION:

Vendors applying for a **seasonal period of six consecutive weeks**, please indicate the six-week period you intend to sell. (Seasonal refers to produce and other products only available for short periods.)

All other vendors, please indicate any scheduled dates you will not be able to attend, if any.

Due to space demand, should you be required to take an extended leave from the market for any reason (3 or more consecutive days), your space will be filled from the waiting list and you will be able to return when/if space becomes available. **Priority will be given to applicants that are able to make a commitment to the entire market season.**

CRAFT VENDORS PARTICIPATING PART-TIME: Please select the Monday schedule that you prefer (see rules and regulation for specific dates): _____ 1st & 3rd _____ 2nd & 4th _____ No preference

PRODUCT INFORMATION: Please provide a **complete** list of products that you intend to sell at the market that are grown, produced or hand-crafted by you including the beginning and end dates of product availability (attach additional pages if needed).

Product to be sold:

Dates of availability:

CARRIED PRODUCTS: Please indicate below any products not grown, produced, or hand-crafted by you that you intend to carry throughout the market season. Include dates of availability, and name, address, and phone number of product source (attach additional pages if needed).

Product to be sold and dates of availability:

Product Source Name, Address, Phone Number:

VENDOR BACKGROUND INFORMATION

How long have you been producing these products? _____

How long have you been farming/producing/crafting? _____

How do you currently market your products? _____

Do you sell at other Farmers' Markets in the area? Which ones and for how long? _____

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

I acknowledge that I have been provided with a copy of the Wrightsville Beach Farmers' Market Rules and Regulations and that I will abide by these rules. I also understand my participation may be terminated for violation of the Rules and Regulations. I further agree to allow representatives of the Town of Wrightsville Beach to visit the premises where the products I intend to sell are produced.

Printed Name

Signature

Date

HOLD HARMLESS CLAUSE AND INSURANCE

All authorized vendors participating in the Wrightsville Beach Farmers' Market shall be individually and severally responsible to the Town of Wrightsville Beach for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and hold the Town of Wrightsville Beach, its officers and employees harmless from any claims, loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Town of Wrightsville Beach by reason of the vendors' participation in the Farmers' Market or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the Town of Wrightsville Beach for any claims, loss, cost, damages and other expenses resulting from the sole negligence of the Town, its officers or employees. **No insurance is provided by the Town of Wrightsville Beach to participants in the Farmers' Market.**

Printed Name

Signature

Date

2020 Town of Wrightsville Beach Farmers' Market Rules and Regulations

(Approved by the Wrightsville Beach Board of Aldermen September 10, 2020)

1. HOURS AND DAYS OF OPERATION AND LOCATION.

The 2020 Farmers' Market will operate on Monday, May 18, 2020 through Monday, December 14, 2020, 8:00 am to 1:00 pm. The Farmers' Market will occupy the area between Seawater Lane and Salisbury Street across from the former Wrightsville Beach Fire Station. Set up may begin at 6:00 am; however, no sales will be permitted during set-up times or past closing time. Vendors MUST be set up and prepared to sell for the market with appropriate signage by 8:00 a.m. Vendors may not disassemble their booth until 1:00 p.m. Violation of this time requirement may result in being prohibited from participating in the market. The Town of Wrightsville Beach may modify this schedule as necessary to allow for special events and activities.

2. FEES

(A) All Vendors must pay the non-refundable annual participation fee (\$50 for full-season vendors and \$30 for 6-week seasonal vendors) to take part in the program. The annual participation fee must accompany the completed Application to Sell at the 2020 Wrightsville Beach Farmers' Market and must be submitted prior to the first day the Vendor participates in the Market. All applicants who have not previously participated in the Wrightsville Beach Farmers' Market must also submit a one-time \$25.00 non-refundable application fee with their completed application. Craft vendors must submit a photograph of the craft items they intend to sell with their application. The Wrightsville Beach Parks and Recreation Department is responsible for processing Applications to Sell and collecting fees.

(B) In addition to the fees described in paragraph (A) above, Vendors shall pay Market Fees to the Market Coordinator for an individual space at the Market. One space encompasses an area of 10' x 10' in the established area on the municipal grounds. Vendors requesting more space will be reviewed on an individual basis to determine space requirements not to exceed more than a 15' x 20' area. Only one space shall be allowed per Vendor. Payment options are as follows:

- (i) Daily Market Vendor Fee: \$20.00 to be collected each market day.
- (ii) Monthly Market Vendor Fee: A discounted, non-refundable, monthly payment of \$60.00 to be paid on the first market day of each month.
- (iii) Seasonal Market Vendor Fee: Produce vendors with a seasonal product may apply for a seasonal period of six consecutive weeks. All fees must be paid in advance with the vendor application. The fee for six consecutive weeks is \$120. The \$25 new vendor application fee, if applicable, and the annual participation fee of \$30 for seasonal vendors must be submitted along with the season vendor fee at the time your application is submitted. Application and participation fees are non-refundable. You may add up to 4 additional weeks if your seasonal product remains available and you desire to continue to sell at the market. The weekly \$20 fee is required.
- (iv) Craft Vendors Participating Part-time: Craft vendors may choose to participate part-time as indicated below if space is available. A maximum of ten craft vendors is allowed on any market day. The \$25 new vendor application fee and the \$50 annual participation fee as well as \$40 per month is required to participate in the market on a part-time basis. Request your schedule preference on the Farmers' Market Application to Sell.

MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	1	6	3	7	5	2	7
	8	13	10	14	12	9	14
18	15	20	17	21	19	16	
25	22	27	24	28	26	23	
	29		31			30	

Craft vendors participating part-time may choose either the 1st and 3rd (includes June 29 & November 30) Mondays of the month or the 2nd and 4th (includes August 31) Mondays as space allows maintaining the 10 craft vendor maximum.

3. ELIGIBILITY.

(A) Vendors must reside and produce the items they intend to sell in the State of North Carolina and all items must be of top quality. Products that can be sold are:

- Vegetables grown from seeds, sets, or seedlings by the Vendor
- Fruits, nuts, or berries grown by the Vendor
- Plants grown by the Vendor from seed, seedling, transplant or cutting
- Bulbs propagated by the Vendor
- Honey produced from the Vendor's bees
- Cut or dried flowers grown by the Vendor
- Firewood cut by the Vendor
- Straw baled by the Vendor
- Fresh (not frozen) baked goods baked by the Vendor (including baked dog biscuits)
- Eggs produced from the Vendor's poultry
- Seafood caught by the Vendor
- Meats from animals raised by the Vendor
- Preserves, pickles, relishes, jams, jellies, and candies made by the Vendor
- Frozen consumables made by the Vendor
- Packaged ready-to-eat fresh or frozen meals produced by the Vendor
- Cookbooks (if related to the approved produce the Vendor is selling)
- Crafts:
 - All items must be hand crafted by the Vendor.
 - Items must be the product of a home industry using an intermediate type technology rather than an industrial type production. To be considered "hand crafted" the item must show evidence of manual skills obtainable only through a significant period of experience and dedication.
 - Examples of unacceptable items would be, but not limited to: tracings of paint by number, postcards, prints, printed materials, ceramics or pottery from commercial molds, wood carvings using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design.
 - No mechanical, optical, digital, or electronic reproductions will be allowed with the exception of prints of art or photography originally produced by the Vendor.
 - All items must be of excellent workmanship both in quality and design.

- Bottled water
- Coffee

(B) Any products not specifically addressed above will be reviewed on an individual basis by the Recreation Program Supervisor for eligibility. Vendors offering value added/processed products using ingredients produced by the Vendor or ingredients from local producers will be given priority over those who do not produce or use locally produced ingredients in their product. North Carolina law requires that meat be processed by a certified processor. The individual raising the animals may not process the meat if it is to be sold wholesale/retail.

(C) Vendors must be the producer, producer's agent, and/or relative of the producer to participate in the Market. The Recreation Program Supervisor, for "good cause shown", may grant exceptions to this requirement.

(D) Vendors selling vegetables, plants, or other consumables may not sell hand-crafted items under the same vendor tent space. Separate applications must be submitted and approved for crafts and consumables, and a separate vendor space must be occupied.

(E) Upon prior approval by the Recreation Program Supervisor, Vendors are allowed to supplement their product offering (termed as "carrying") with other locally grown/produced items if at least 60% of the value of the product offered, each Market day, is grown/produced by the Vendor.

(1) Vendors must request in writing, via email or United States Postal Service, to carry items not listed and approved on their original application. Requests to carry must be received by the Recreation Program Supervisor at least 5 days prior to market day and items must be approved by the Recreation Program Supervisor before they may be sold at the market. Vendors will be required to clearly identify all such products as indicated in item 5 (F) below.

(2) Vendors may only carry products from up to three (3) sources on a market day. The Recreation Program Supervisor reserves the right to request receipts of "carried" products. All receipts must clearly identify the name, address, and phone number of the original farmer/producer. The Recreation Program Supervisor also reserves the right to contact and/or visit the farmer/producer to verify product origin.

(3) Vendors interested in "carrying" products requiring inspection and/or certification shall provide a copy of the original producer's inspection, license and/or certification to the Recreation Program Supervisor and keep a copy with them when selling at the Market.

(4) All sources of carried products must meet the eligibility rules as set forth in these Town of Wrightsville Beach Farmers' Market Rules and Regulations and as required for approval as a market vendor. **Local shall be defined strictly as produced in North Carolina.** NO PEDDLERS and NO WHOLESALE sales are permitted.

(F) All items sold as organic must meet the requirements of the National Organic Program. Vendors of organic items must have a copy of their certification on file with the Recreation Program Supervisor as well as with them when selling at the Market. Only certified organic growers may display signs using the word organic.

(G) The Recreation Program Supervisor reserves the right to conduct an inspection of any Market Vendor at any time to verify product origin.

(H) If a Vendor wishes to sell any product other than what was initially applied for, the Vendor must get prior written approval from the Recreation Program Supervisor at least 5 days prior to the market day he/she intends to sell the product, provided, however, that no item be sold other than those listed in paragraph 3 (A) above.

(I) One vendor space will be reserved for use by the Wrightsville Beach Foundation, the North Carolina Holiday Flotilla, the Harbor Island Garden club, and the Wrightsville Beach Chamber of Commerce to provide community information to the public.

4. ATTENDANCE.

(A) The Market will operate rain or shine. Vendors must attend unless the Recreation Program Supervisor determines that weather will pose a public hazard. In this instance, the Recreation Program Supervisor will immediately notify Vendors.

(B) Vendors must give 24-hour notice to the Recreation Program Supervisor if they will be unable to attend a Market for which they have reserved space. Failure to give notice will be considered a violation of Market Rules. The Market allows for “acts of God/nature” (equipment failure, car problems, medical emergencies, etc.). Vendors shall notify the Market Manager as soon as possible should any of these circumstances arise.

(C) Any Vendor not on site by the start time of the Market will not be allowed to set up.

(D) Vendors are required to remain on site for the duration of the Market.

(E) Vendors that miss more than 3 consecutive Market days will forfeit their right to participate in the Market. In this instance, the Vendor will be added to the Market wait list and may return if and when space becomes available.

5. DISPLAY / SET-UP.

(A) One Vendor space encompasses an area of 10' x 10' [see paragraph 2(B) above].

(B) Spaces will be assigned by the Market Coordinator according to the Vendor's arrival to the market. As this is an open-air market with several entrance points, “priority” spaces are not anticipated.

(C) Vendors may display products on tables, or, upon approval from the Recreation Program Supervisor, in trailers, but not on the ground. Vendors must provide their own tables or displays. Canopies, tents, or umbrellas are encouraged. All canopies, tents and umbrellas must be secured.

(D) Vendors may offer samples of product provided they follow common sense sanitation practices.

(1) Baked goods may be cut into sample-sized pieces in a licensed kitchen, placed on a tray with a toothpick inserted into each piece and the tray covered.

(2) Preparation of fruit and vegetable samples that require cutting or slicing must be done on-site, immediately prior to consumption. All fruits and vegetables must be rinsed thoroughly in potable water.

(3) For on-site sample preparation, use disposable gloves and clean equipment to cut product, taking care to store in-use items so they are protected from contamination.

(4) Use single-use utensils, napkins, tissues, wax paper, toothpicks or other disposable utensils to distribute samples and provide a trash receptacle for disposal.

(5) All food samples must be protected from contamination at all times.

(6) Wash hands and exposed parts of arms after restroom use, smoking, eating, or handling anything that would cause contamination.

(E) Each vendor space must have a sign posted prominently indicating the name and location of the farm or business. Signs must be in compliance with Town Code.

(F) All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing. However, if a Vendor carries product, the carried items must each have a sign displayed (minimum 4" x 6") that identifies the name and location of the farmer/producer. Vendors with a master price list must also include the carried products with the name and location of the carried product included on the list.

(G) All scales used must have a valid state certification sticker visible.

(H) Vendors may not sublease their space.

(I) Each Vendor is responsible for cleaning up his assigned space at the close of the market. All Vendors must haul out their trash at the end of the day. On-site trash receptacles are for customers only.

6. MISCELLANEOUS.

(A) Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, New Hanover County, and Town of Wrightsville Beach and these Rules.

(B) The Market does not offer exclusive rights to any one Vendor to sell any one product. Market customers generally benefit from having a choice. However, if the Recreation Program Supervisor believes the number of Vendors offering the same or similar products is excessive or that current market demand is being met, duplicate products may be denied entry. The Recreation Program Supervisor has the sole discretion to accept or deny applications.

(C) No Vendors may sell any products that have been packaged through contracted means, no co-packers or private-labeling, with the exception of products that are derived from raw produce that is grown by the approved vendor. Co-packer must be a licensed North Carolina business.

(D) No live animals may be sold, displayed, or given away at the Market.

(E) No Vendor pets are permitted in the Market and no smoking by Vendors is permitted during the hours that the Market is open.

(F) Pricing of goods sold at the Market is solely the responsibility of the individual Vendor. However, Vendors are expected to be aware of and maintain fair market values. Radical price cutting of top quality produce or "dumping" is prohibited. Poor quality or overripe products labeled as such may be sold at a discounted price. Advertised prices must be maintained throughout the Market day.

(G) The number of craft vendors shall not exceed 10 on any market day.

7. PARTICIPATION BY WRIGHTSVILLE BEACH PARKS AND RECREATION ADVISORY COMMITTEE.

(A) The Recreation Program Supervisor is responsible for the day-to-day management of the Market and has the authority to interpret, implement and enforce these rules. The Recreation Program Supervisor shall meet with the Wrightsville Beach Parks and Recreation Advisory Committee (the "Committee") as necessary to advise the Committee of all aspects regarding the operation of the Market, shall describe any problems encountered in operating the Market and shall advise the Committee of steps taken to remedy such problems. If the Recreation Program Supervisor encounters problems, which require amendments to these rules or other action by the Town, he or she shall communicate those requirements to the Committee and in turn immediately advise the Town Manager of such problems.

8. VIOLATIONS.

Violations of these rules shall result in a verbal warning to the offender for the first offense, a written warning and two Market day's suspension for a second offense and removal from the Market for the third offense. The Recreation Program Supervisor has the discretion to immediately remove any ineligible or questionable product. Appeals from decisions made by the Recreation Program Supervisor pursuant to this paragraph shall be made to the Wrightsville Beach Parks and Recreation Advisory Committee whose decision shall be final.

9. HOLD HARMLESS CLAUSE.

All authorized Vendors participating in the Wrightsville Beach Farmers' Market shall be individually and severally responsible to the Town of Wrightsville Beach for any loss, bodily harm or personal injury, deaths, and/or property damage that may occur as a result of the Vendor's negligence or that of its servants, agents, and employees. All Vendors hereby agree to indemnify and hold harmless the Town of Wrightsville Beach, its officers and employees from any claims, loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Town of Wrightsville Beach by reason of the Vendors' participation in the Farmers' Market or that of its servants, agents and employees; provided that the Vendors shall not be responsible nor required to indemnify the Town of Wrightsville Beach for any claims, loss, cost, damages, and other expenses resulting from the sole negligence of the Town, its officers or employees. The Town of Wrightsville Beach provides no insurance to participants in the Wrightsville Beach Farmers' Market.