



## **RULES & REGULATIONS**

**Effective February 2025**

Official Dates: Saturday, May 10<sup>th</sup> thru Saturday, October 4<sup>th</sup>

Location: 101 N. Second Street – Cabot City Hall/Police Dept parking lot/Railyard Pavilion

Address: PO Box 1101 Cabot, AR 72023

Market Manager: 501-286-9181 -or- [cabotfarmersmarket@gmail.com](mailto:cabotfarmersmarket@gmail.com)

### **Our Market:**

The Cabot Farmers' Market is a point of connection between our rural & urban community members. For vendors, it is a place to sell what you grow & share what you know. For patrons, it is a place to purchase fresh produce from Arkansas growers. For some, it becomes a tangible way to acknowledge & take charge of health or environmental concerns they may have.

### **Eligibility**

1) **Active Farmer.** Persons who are the original growers and actively engaged in the planting, growing and harvesting of agricultural product on owned, rented, leased or share-cropped land. This definition includes ranchers.

- Farm Products - Grown or raised by the farmer upon land that he/she controls through ownership, lease, or rental. These products are fresh fruits and vegetables, nuts, honey, eggs, herbs, flowers, and meat.
- Processed Farm Products - Farm products made from raw ingredients, a majority of which are grown and produced by the farmer & in some way processed, including dried fruits and vegetables, jam or other processed agricultural and livestock food products.
- Nursery Products - Grown or raised by the farmer/grower upon land that he/she controls through ownership, lease, or rental. Nursery products are fresh cut or potted, hanging flowers, plants, and seeds.

2) **Bakery/Chocolatier.** Persons who bake breads, pastries, desserts or makes chocolate for sale at the Farmers' Market.

3) **Food Trucks.** Persons who sell food that is freshly made and available for immediate consumption on-site.

4) **Arts & Crafts.** Items that have been crafted/made by the crafter and sold by the crafter or its agent.

### **Products Allowed:**

To maintain the Cabot Farmers' Market's integrity and vision, only locally grown or produced items are permitted for sale, encompassing baked goods, flowers, plants, herbs, vegetables, fruit, honey, marinades, sauces, molasses, and similar produce. Additionally, the market allows art, crafts, and handmade items. High-quality fresh-cut field/garden flowers and locally grown potted, hanging, bedding plants, and trees that meet state regulations can be sold. Other items will be considered on a case-by-case basis, subject to approval by the Market manager. All products must be grown or made in Arkansas. Priority is given to a variety of art products, and sellers/vendors must be the producer/artist, an employee, or a family member listed on the Farmers' Market Application, with approval required for any other participating agents prior to market day.

Example products that can be sold are:

- Vegetables grown from seeds, sets, or seedlings by the seller
- Fruits, nuts, or berries grown by the seller
- Plants grown by the seller from seed, seedling, transplant or cutting
- Bulbs propagated by the seller
- Eggs produced from the seller's hens
- Meats from animals raised by the seller
- Honey produced from the seller's bees
- Cut or dried flowers grown by the seller
- Preserves, pickles, relishes, jams, jellies and candies made by the seller
- Baked goods baked by the seller
- Arts/Crafts crafted/made by the seller (see Arts/Crafts)

### **Prohibited Products:**

The following items are strictly prohibited at the Cabot Farmers' Market:

- Flea market items
- Novelty knives, explosives, weapons of any nature
- Automotive products
- Items with obscenities, written or implied
- Live animals
- Products/services from any political, religious, or militant associated groups
- No fresh squeezed, cold brew coffees, or raw juice.
- CBD products containing over 0.3% THC

Any products not specifically addressed above will be reviewed on an individual basis, by the Market manager, for eligibility. Sellers offering value added/processed products, using ingredients produced by the seller or ingredients from local producers, may be given priority over those who do not produce or use locally produced ingredients in their product(s).

All prepared food items sold must meet state and local health regulations, including labeling in compliance with those regulations.

Permission to carry a product will be determined, during the application process and on a case-by-case basis, by the Market Manager. Prior approval by the Market Manager is required to sell any product other than what was initially applied for by the vendor.

All produce must be clearly labeled with the producer's name and location of production. All carried items must meet all eligibility requirements for products that can be sold at the market. Vendors carrying products, requiring inspection and certification, must provide a copy of the original producer's inspection, license and/or certification. Craft vendors are not allowed to carry/sell items made by others.

All items sold as "organic" must meet the requirements of the National Organic Program. Sellers of organic items must have a copy of their certification on file with the Market manager, as well as on display when selling at the Farmers' Market. Only certified organic growers may display signs using the words 'certified organic.'

Cabot Farmers Market reserves the right to conduct a farm/business inspection of any market vendor.

### **Arkansas Produce Vendor Requirements:**

Vendors must sell locally grown high-quality fruits & vegetables. While vendors are allowed to sell produce not native to Arkansas, it must have been grown in the state of Arkansas. In effort to expand variety, up to 20% of produce the vendor brings to market may be from a third-party local grower (not a wholesaler), with preapproval for each item for each market day from the Market Manager. Third-party produce may not be allowed if that produce is already available for that

market day grown by a current vendor. Third-party produce must be clearly identified (origin/farm name, etc.), with vendors assuming liability for such items. High-quality produce is expected, and substandard produce will be prohibited from the Market. Vendors must adhere to federal, state, and local laws, meeting health, safety, sanitation, and regulatory requirements. Produce with more than ten percent (10%) decay, shriveling, or blemishes cannot be offered for sale. Vendors with unfit produce must promptly remove it from the Market site, and any vendor selling substandard produce will be required to remove it from their display. The use of a "false pack" is strictly prohibited, where poor-quality produce is concealed underneath a topping or facing of better-quality items.

### **Local Food Product Guidelines:**

1. **Compliance with Food Freedom Act:** As a vendor at Cabot Farmers Market, adherence to the Food Freedom Act is mandatory for those offering locally prepared food products. These standards support local agriculture in Arkansas by ensuring easy access to fresh, locally sourced products. This, in turn, boosts the agricultural economy and ensures that citizens have convenient access to healthy food and beverages from reliable sources.
2. **Preservation Standards:** Vendors interested in selling baked or canned items are encouraged to follow the guidelines outlined in the "Ball Blue Book Guide to Preserving."
3. **Ingredient Labeling:** For baked or canned items, a detailed list of ingredients must be affixed on each product. This label shall prominently display your name or business name, full address, phone number, net weight of the product, and a comprehensive list of ingredients.
4. **Samples of Foods/Baked Goods:** Vendors offering samples must individually wrap the product. This can be cups with lids or individual bags as appropriate.
5. **Hygiene Practices:** Vendors are responsible for maintaining overall cleanliness and adhering to good hygienic practices. This includes personal cleanliness, as well as conducting business transactions in a sanitary manner.
6. **Refrigeration Standards:** All cool, cold, and frozen products must be kept so in accordance with all applicable State Health Department regulations. An example would be eggs must be kept refrigerated and meats must be kept frozen. The use of ice or dry ice is not permitted.
7. **Cut Food or Produce:** Vendor must not cut food or produce for sale at the Market. This helps to ensure protection from external elements, maintains freshness, and promotes hygiene standards.

### **Arts/Crafts:**

While we are primarily a farmers' market, further, sales of pieces of art, crafts, and other items may be allowed. Prior approval is required to sell any products, other than what was initially applied for by the vendor. Examples include customized clothing, tumblers, soaps, candles, handmade jewelry, woodworking, and artwork. All items will be considered on a case-by-case basis, subject to prior approval by the Market manager. All products must be made in Arkansas by the vendor. Reselling is not allowed.

### **Pricing:**

Vendors will set their prices, and no "price fixing" shall be allowed. Prices shall be displayed for patrons to see easily. Produce may be sold by weight, by piece, box, basket, bunch, dozen, and/or bushel. It is the responsibility of each Vendor to know if they are required to collect & remit Arkansas Sales Tax. We, at the Cabot Farmers' Market, pride ourselves in promoting a "fair & good natured" atmosphere. Pricing of products, by individual vendors, shall be set "competitively". The Costs, Customers, and Competition are all important factors to consider in setting prices. Vendors should never price their goods in an intentional "under-cutting" manner. If this strategy

occurs, a Vendor may be asked to leave the Market & possible suspension could result of said Vendor's future participation at the Cabot Farmers' Market. Our market is very friendly & we would NOT want that to be debilitated.

### **Hours / Day of Operation:**

The Market will operate May 10<sup>th</sup> thru October 4<sup>th</sup> (Saturdays only). We will officially "OPEN" at 8:00a.m. & "CLOSE" at 12:00p.m., unless notified otherwise. Due to pedestrian traffic, vehicles will NOT be permitted to enter the pedestrian area during operating hours.

### **Booth Rental Fee:**

All Market Vendors must complete & return a copy of the Application Form, which will be kept on-file with the Market manager for a period of one year (this includes copies of tax permits & Health Department certificates, if applicable.) The fee to be paid by each Vendor shall be either:

Method One: Per Day = Single Booth Space \$10.00 / Double Booth Space \$20.00

Method Two: Full Season/Reserved Space = Single \$210.00 / Double \$420.00

(\*Payment due before Market Season start date - No Pro-Rating)

All fees must be paid prior to any sales or participation by Vendors in the Farmers' Market. All payments, permits, and certificates will be paid, issued, and managed by & through the Market manager. Accepted payment for fees will be cash or check. Checks must be made payable to: Cabot Farmers Market. Receipts will be issued upon request. No refunds will be given because of inclement weather, lack of sales (due to the weather) or other uncontrollable conditions.

### **Booth Spaces:**

Booth spaces will be assigned to vendors by Market managers, prior to the first day of the Market season. A "Stand-By List" will be established for vendors who have not reserved a booth space for the entire season. Market managers will maintain the booth space schedule each week, attempting to prioritize product variety throughout the market. This will help to ensure that every corner of the Market contains an array of products for customers to select from. Vendors are expected to be in their assigned booth space by 7:45am. If a vendor is not in their "reserved" space by the given time, that space will be considered "open" and Market managers then retain the right to place another vendor in that booth space for the duration of that Market day. Vendors shall stay within the lines of their rented space. If a display extends into a second space, said Vendor will be required to pay an additional charge for the use of (2) two spaces. A Single booth space size will be approximately Ten feet by Twenty feet (10' wide x 20' deep). No smoking or vaping is allowed by Vendors in their booths at the Cabot Farmers' Market. Vendors must leave their booth space, in order to smoke or vape. Use of alcoholic beverages or nonprescription drugs is prohibited. Violation of such provisions will result in immediate removal and possible suspension of said Vendor's future participation at the Cabot Farmers' Market. The Cabot Farmers' Market reserves the right to refuse "booth space" to any person(s).

### **Booth Display:**

Based on the Market's official "OPEN" time, Vendors are encouraged to be on-site & ready for set-up 30 minutes prior, each Saturday morning. Tents/canopies are allowed & will be the responsibility of the Vendor. The Cabot Farmers' Market has a limited number of 10'x10' canopies on a First Come, First Serve basis. Canopies can be rented for a fee of Five Dollars (\$5.00) per space per Saturday per Vendor(s). Vendors should display all items on well-constructed, well-maintained, clean tables with presentable coverings. Vendors wishing to play music at their booth must keep the volume at a low level so as not to disturb or bother their neighboring Vendor(s) and/or Market patron(s). The Market manager reserves the right to revoke such a privilege for an indeterminate period should a Vendor fail to follow said rules regarding music and/or volume of such. Vendors may also not advertise/market their product(s) in a false or misleading manner. Failure to abide by this provision could result in dismissal from the Market for an indeterminate period. Vendors shall be required to have a sign stating their business, farm, or individual name(s).

**Equipment:**

The Market does not provide any set up of equipment or supplies. It is the responsibility of the Vendor to provide all extension cords, tables, chairs, signage, tape, decoration, or other display equipment. Scales should be plainly visible to Market patrons such that the patron standing outside the Vendor space may easily see the scale readings. Vendors requiring ice and/or refrigeration will need to provide such. Vendors/Wholesalers may also use tents or canopies for shade purposes.

**Maintenance and Sanitation:**

At the close of each Market Day, each Vendor shall be required to leave the Farmers' Market grounds in a clean and sanitary condition: free of debris, garbage, insects, or rubbish. Any booth(s), signage, table(s), tent(s), umbrella(s), etc., utilized by Vendor(s) during their operation of the Market, must be removed from Market grounds daily. Vendors must pick up and remove all loose produce and sweep, if necessary, to leave their space in the same or better condition than it was upon their arrival that morning. Vendors leaving their space unclean will be charged a Twenty-five Dollars (\$25.00) cleaning fee, which will be due & payable prior to said Vendor displaying at the Market again. Spaces are to be kept hazard-free, reasonably attractive, and Vendor activities should be fair & respectful to neighboring Vendors and Market patrons. Spoiled or leftover produce may not be disposed of at the Market location & must be removed from the grounds by the Vendor. Vendors may not use neighboring business' dumpsters for disposal of such waste.

**Conduct:**

Items for sale must be in good taste. Absolutely no profane, obscene or questionable items will be allowed. Inappropriate conduct or language towards other Vendors, patrons, or Market management personnel will not be tolerated and can be grounds for immediate dismissal and removal from the Market. Vendors who choose to bring children to the Market are asked to ensure that the conduct of said children is appropriate and not disruptive to patrons or other Vendors. The use of profanity in & around the Market area is unacceptable, and violators may be asked to vacate the premises and/or can lose Vendor privileges. Vendors may not use the Farmers' Market for engaging in any unlawful or improper activity. Incidents involving property damage, theft, or injury to Vendors or Farmers' Market patrons must be reported immediately to the Market manager and/or the Cabot Police Department. Vendors should adequately insure their own person and any personal property used at the Farmer's Market, and Cabot City Beautiful, Inc. assumes no responsibility or liability for Vendors' personal property, that of Vendors and/or that of Market patrons. Any damage, destruction, or injury to a Vendor's personal property or to Market property or Market patrons, caused by a Vendor(s), shall be the sole responsibility of said offending Vendor. All complaints regarding conduct shall be submitted in written form. The Market manager has authority to ask violators to leave the Market and reserves the right to revoke vendors privileges.

**Vendor Grievances and Product Challenges:**

Our volunteer Market Managers are busy making the market a fun & safe place for our community to visit. Complaints or problems should be directed to the Market managers in a timely manner that is not disruptive to the Market. CFM has created the following process that allows vendors to lodge complaints against other vendors, whom they believe to be out of compliance with Market rules and policies. This helps CFM regulate food safety, products sold and operational safety.

**Grievance Procedures:**

Vendors, who have concerns about market operation, rules, or other vendor compliance, should submit the Vendor Concern Form directly to the Market manager within one week of the Market during which the alleged violation occurred. Vendors will receive a written decision within two weeks, from the date the completed form is received. Appeals will be handled by the CFM Board of Directors (BofD) member(s) or third-party mediator appointed by the BofD. A written decision shall be issued within 30 days and constitute a final and binding decision.

**Product Challenges:**

Vendors that believe another vendor is misrepresenting their product should submit the Product Challenge Form directly to the Market Manager, within one week of the Market during which the alleged violation occurred. The Product Challenge Form has \$50 filing fee (which can be shared by a group of vendors), refundable if said claim is verified. This form must be signed by the person(s) bringing the challenge. Alleging wrong-doings on past occasions will not be accepted. Vendors have 1 week to appeal a decision. Appeals will be handled by a BofD member(s) or third-party mediator appointed by the BofD.

Forms will be available at Market manager booth. This dispute resolution process gives wide discretion to the Market manager to evaluate a complaint & create action steps to resolve it.

**Animals/Pets:**

Vendors are allowed one (1) dog per booth space, but no other pets are allowed at the Cabot Farmers’ Market at any time, unless it is a certified “service” animal. If the dog is aggressive or has known behavior issues, Market manager will request that the animal NOT return to the Market or Vendor will be vacated from the premises immediately, if necessary. At no time & under no instance will the Market be liable for the behavior or actions of any Vendor’s dog. All liability, regarding the behavior or actions of a vendor’s dog, rests solely on the Vendor. The Cabot Farmers’ Market is located on private property and the owner is graciously allowing us to use their property. Therefore, the property owner (City of Cabot/Cabot Police Department) will not be held liable for any instances of animal bites whatsoever. Furthermore, No Live Animals may be sold or given away at this Market.

**Rules & Regulations:**

The above rules & regulations will be enforced by the Cabot Farmers’ Market manager & Cabot City Beautiful, Inc. and are for the benefit of the Market, as a whole. Said rules & regulations have been approved and are supported by the Board of Directors of Cabot City Beautiful, Inc. The Cabot Farmers’ Market reserves the right to change said rules & regulations, as needed and without notice. All participants of the Market are required to submit a completed & signed Application Form, prior to setting up a booth at the Market, attesting that they have read & will abide by these rules & regulations.

By signing below, the vendor agrees to abide by the Rules & Regulations, to defend, indemnify, keep and hold harmless the Cabot Farmers Market, CFM Board of Directors, and Market Manager, their agents and representatives from and against, any and all claims and demands, whether for injuries to persons, loss of life, or damage to property, on or off the premises, arising out of the use or occupancy of the premises by Vendor. Vendor further agrees to defend, indemnify, and save harmless the City of Cabot, its appointed elective officers and employees, from and against all loss of expense, including but not limited to judgments, settlements, attorney’s fees and costs by reason of any and all claims and demands upon the City of Cabot, its elected or appointed officials or employees directly or indirectly arising out of the use of the city property for the Cabot Farmers Market. It is further provided that no liability shall attach to the City of Cabot, by reason of allowing the use of city property for Cabot Farmers Market.

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

Signature of Vendor: \_\_\_\_\_