

UTAH BOTANICAL CENTER FARMERS MARKET RULES & REGULATIONS

STATEMENT OF PURPOSE

The Utah Botanical Center Farmers Market has been developed to educate consumers about the importance of local farming and seasonal eating, and to foster community activities. The market provides an opportunity for local growers to sell fresh, nutritious foods to the community. We hope to enrich the lives of people in surrounding communities, and support local growers, gourmet food producers and artisans.

MARKET DAY, TIME & LOCATION

The farmers market will operate at:
875 South 50 West, Kaysville. Thursdays, from 5 pm
to 8 pm/dusk. Dates are posted at:
usubotanicalcenter.org.

The market will go on regardless of weather.

WHO CAN SELL AND WHAT CAN BE SOLD

Products must be grown (farmers/gardeners in Utah or surrounding states), handmade (craft vendors), or prepared (food vendors) by you unless specifically allowed by market management. Honey sold at the market needs to be extracted in a facility with a food permit or a commercial kitchen permit. Eggs sold at the market must be kept cool at 43 F or less. Meat sold at the market must be frozen or refrigerated. Only you, family members and/or employees will be permitted to sell from your stall. Any vendor caught selling unapproved items is subject to immediate dismissal from the market! Amplified sound systems are not allowed. Local businesses are welcome to advertise their business upon pre-approval.

VENDOR SETUP

All vendors must be in place by 4:30 PM on market days! Vendors who arrive late and disturb market operations with their tardiness may be refused participation in that day's market. Repeat offenders MAY be banned from the market. If you have an emergency and cannot attend the market, you are required to notify market management by 4:00 PM on market day. The acceptance letter will provide you with the phone number to call if you have such an emergency.

If you miss a market without proper notification, you forfeit the right to your permanent stall and will be subject to relocation.

VENDOR STALLS

Individual stall size will be approximately 10 feet X 10 feet with space in back to park one vehicle. Please keep all signs out of the patron walkway. Any extra vehicles must be parked in the main parking area. Vendors requiring more space, whether it be selling space, prep space or parking space (for trailers, etc.), will be required to purchase extra stall(s). Each seller is responsible for all equipment and supplies for the setup of their booth. Electricity is also available for an additional fee.

VENDOR FEES

Individual stall prices are \$60 per season, or \$120 per season with electricity. Season stall fees are due upon acceptance on the first day of the market. No refunds on season fees. **DO NOT SEND ANY MONEY WITH THE APPLICATION!** Fees collected will be used for operating expenses, advertising and promoting the market. Vendors who do not wish to pay for a full season may pay \$5 per market or \$10 per market with electricity, and will be assigned a stall on a first come, first choice basis on the day of the market. Stalls marked with a numbered, orange cone are for season vendors. Stalls marked with a plain orange cone are for pay per market stalls and are available on a first come, first choice basis.

VENDOR TRASH

All vendors are required to clean up and carry out all garbage in their stall area away from the premises at the end of each market day. Do not use the garbage cans provided for the customers of the market.

VENDOR APPLICATIONS

All vendors are required to fill out an application for the market. The application is not a guarantee that you will have a stall. You will receive a letter or email with further instructions if you are accepted into the market.

FAIR BUSINESS PRACTICES

All sellers agree to abide by fair business practices. All terms of sale are between buyer & seller only.

FARM OR BUSINESS VISITS

Market management reserves the right to visit any farm or business location at any time to verify that you are the producer of the product you are selling.

BUSINESS LICENSES

Please follow current county and city requirements for business licenses.

SALES TAXES

All vendors, with the exception of farmers who sell only produce and/or plants grown by them, are subject to collecting sales tax from their customers and remitting the sales tax to the Utah State Tax Commission. This is accomplished through a Special Event Sales Tax Form; you cannot remit these taxes on your usual tax form. Sales tax collection and remittance is the sole responsibility of each individual vendor.

HEALTH DEPARTMENT

All food vendors are required to comply with Davis County Health Department and/or the Utah Department of Agriculture regulations. **Food vendors preparing food or offering samples on site are required to have a Food Handler's Permit and a Temporary Food Service Permit for Seasonal Events.** If you are accepted into the market and are subject to these regulations, **you must display both permits in your booth** or you will not be allowed to sell food prepared or sampled on site. For more information, call the Food Handlers Department at 801-525-5119 or go to www.daviscountyutah.gov/health/environmental.

MARKET MANAGEMENT

Management of the farmers market will be provided by USU Botanical Center staff. Fees will be collected by management. There will be strict enforcement of all Market Rules & Regulations. Market Management reserves the right to deny acceptance or continued participation of any vendor or product that is not in complete compliance with all Market Rules & Regulations. Market Management has the authority to ask any vendor to remove themselves or any product not previously approved by management from the market. Market Management reserves the right to move or reassign vendor locations to enhance or facilitate the market structure and/or safety as deemed necessary.

LIABILITY

The Utah Botanical Center and Utah State University are not liable for any injury, theft or damage to either the buyer, the seller or their property, arising out of or pertaining to preparation for or participation in Utah Botanical Center Farmers Market; whether such injury, theft or damage occurred prior to, during, or after the hours of operation of the market. Seller further agrees to indemnify and hold harmless Utah State University for and against any and all claims for such injury, theft and/or damages. **Seller assumes full liability** for their vehicles, structures, fixtures and the product(s) they market or sell and by participation in the Utah Botanical Center Farmers Market hereby agree to hold Utah State University and/or their representatives harmless against any and all claims such as but not limited to injury, theft or damage by any buyer, seller or other persons resulting from or pertaining to the use, consumption, marketing tactics, display, negligence or disposition of seller's products, vehicles, fixtures, or structures.

Utah State University is an affirmative action/equal opportunity institution.

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