



Rules and Regulations

1 Our Mission

The mission of the Bend Farmers Market (BFM) is to foster and sustain a centralized market that supports the viability of local farmers and producers who offer fresh local produce and farm products produced sustainably, enhancing the business, nutritional, and community health of Central Oregon.

2 Location, Hours and Dates

The Bend Farmers Market (the "Market") is located in Brooks Alley in Downtown Bend. The Market is open to the public on Wednesdays from the first week in May through the second week of October from 11:00AM – 3:00 PM, unless the Board of Directors determines otherwise in its sole discretion.

3 Code of Conduct

We value the participation of each member of the BFM community and want all attendees to have an enjoyable and fulfilling experience. Accordingly, all attendees are expected to show respect and courtesy to other attendees at the Market. To make clear what is expected, all staff, attendees, vendors and volunteers ("Members") at any Market event are required to conform to the following Code of Conduct, as set forth by the Bend Farmers Market Board of Directors and its Manager. The Market Manager and Board will enforce this code throughout the events of the BFM.

1. Our Community. All Members of the BFM community are open, considerate, and respectful. Behaviors that reinforce these values contribute to a positive environment, and include:

- (a) Being open and collaborative
- (b) Respectful of one another including differing viewpoints and experiences
- (c) Empathetic towards other community members
- (d) Considerate of all members
- (e) Courteous even when disagreeing
- (f) Using welcoming and inclusive language

2. Our Standards. Every member of our community has the right to have their identity respected. The BFM community is dedicated to providing a

positive experience for everyone, regardless of age, gender identity and expression, sexual orientation, disability, physical appearance, body size, ethnicity, nationality, race, or religion (or lack thereof), education, or socio-economic status.

3. Inappropriate Behavior. Examples of unacceptable behavior by participants include:

- (a) Harassment of any participants, customers, or other community members in any form
- (b) Deliberate intimidation, stalking, or following
- (c) Logging or taking screenshots of online activity for harassment purposes
- (d) Publishing or sharing others' private information, such as a physical or electronic address or phone numbers, without explicit permission
- (e) Violent threats or language directed against another person
- (f) Incitement of violence or harassment towards any individual, including encouraging a person to commit suicide or to engage in self-harm
- (g) Creating additional online accounts in order to harass another person or circumvent a ban
- (h) Sexual language and imagery in online communities or in any Market venue
- (i) Insults, put downs, or jokes that are based upon stereotypes, that are exclusionary, or that hold others up for ridicule
- (j) Excessive swearing
- (k) Unwelcome sexual attention or advances
- (l) Unwelcome physical contact, including simulated physical contact (eg, textual descriptions like "hug" or "backrub") without consent or after a request to stop
- (m) Pattern of inappropriate social contact, such as requesting/assuming inappropriate levels of intimacy with others
- (n) Sustained disruption of online community discussions, in-person presentations, or other in-person events
- (o) Continued one-on-one communication after requests to cease

Community members asked to stop any inappropriate behavior are expected to comply immediately.

4. Consequences. If a Member engages in behavior that violates this code of conduct, the Market Manager and/or Board of Directors may take any action they deem appropriate, including warning the offender or expulsion from the community and community events. See enforcement policies.

5. Scope. This Code of Conduct applies to the following people at BFM:

- (a) Staff
- (b) BFM board members
- (c) People invited to meetings
- (d) Vendors
- (e) Volunteers
- (f) All attendees

The Code of Conduct applies in official venue event spaces, including:

- (a) All of the Market venue
- (b) Vendor tabling areas
- (c) Meeting rooms

Thank you for helping make this a welcoming, friendly community for everyone.

4 Product Guidelines

1. Produce and Farm Products. All produce and farm products sold at the Market must be 100% grown, produced, or collected in Oregon. Each vendor may sell up to 20% of another farmer's products so long as such products are 100% grown, produced, or collected in Oregon and are disclosed in the Vendor application. The following produce and farm products may be sold at the Market: vegetables, fruits, berries, herbs, nuts, flowers, plants, and other agricultural or horticultural products, including cheeses, seafood, poultry, and meats.

The Market is not an outlet for the resale of wholesale products. All vendors of produce and farm products must comply with all relevant federal, state, county, and local health regulations and licensing guidelines.

2. Nursery Products and Plants. All nursery products and plants sold at the Market must be propagated by the vendor from plugs, seeds, cuttings, bulbs or plant divisions and sold in standard, non-decorative nursery containers. A nursery vendor may not sell a finished product purchased from another grower. All vendors of nursery products and plants must comply with all relevant federal, state, county and local health regulations and licensing guidelines.

3. Food Products. The Board of Directors may allow a limited number of vendors to sell processed foods and restaurant-style foods.

(a) Processed Foods: Examples of processed foods include sauces, juices, ciders, preserves, and baked goods. All processed foods must be produced from fresh and raw ingredients grown in the state of Oregon by the vendor or under the direction of the vendor. All vendors of processed foods must comply with all relevant federal, state, county, and local health regulations and licensing guidelines.

(b) Restaurant-Style Foods: Restaurant-style foods include those foods that are served in anticipation that they will be immediately consumed on the premises. All restaurant-style foods must be made in Central Oregon by the vendor or under the direction of the vendor from fresh and raw ingredients, grown in the state of Oregon. All vendors of restaurant-style foods must comply with all relevant federal, state, county, and local health regulations and licensing guidelines. In determining whether to allow a vendor to sell its restaurant-style foods at the Market, the Board of Directors may consider the following:

- i. whether the food contains raw ingredients grown, produced, or collected by the vendor, or another vendor in the Market,
- ii. whether the food is made from scratch,
- iii. whether the food, if ethnic, is authentic in style and preparation,
- iv. whether the food is produced by a local business,
- v. whether the vendor will specialize in a small selection of items,
- vi. whether the food is distinctly different from foods already represented in the Market.

4. BFM does not allow the sale of the following items:

- (a) Crafts and non-food items unless grown and processed by the producer (e.g., flowers, herb tinctures, beeswax candles, wool products)
- (b) Food items not grown and/or processed by the vendor, including beverages (i.e. cans of soda or juice and bottled water).
- (c) Overly processed, deep fried or non-local, carnival-like foods (cotton candy, kettle corn)
- (d) Nationally/Internationally distributed products (defined as distribution to 10+ states OR determined by percentage of total business sales)
- (e) Pet foods (except when raised by a rancher/farmer AND are minimally processed)
- (f) Meat and dairy products treated with growth hormones such as rBGH
- (g) Genetically modified crops
- (h) Businesses that operate under a franchise agreement
- (i) Products containing THC or any cannabinoid including any CBD-containing products.
- (j) Any resale of wholesale products

5. Crafts and Artisan Goods. The Board of Directors, in its sole discretion, may allow vendors to sell crafts or artisan goods.

6. Additional items that can be sold by Approved Vendors.

The BFM allows limited sales of non-agricultural branded items that assist in the utility of the farm product being sold. Items are limited to non-single use items that support the transport, preservation, and maintenance of the items purchased at each booth. Any item requires prior approval by the board. Examples of vendor-appropriate items that may be considered are: branded fruit/CSA boxes (ie: if you sell produce or bulk meat), stamped coffee cups (ie: if you sell coffee), branded freezer bags, vases (ie: if you sell flowers), produce bags (ie: if you sell produce). No apparel or décor items are allowed. Branding is limited to vendor-relevant information such as logo, name, phone number. No slogans or other irrelevant information is allowed. Sales of such items must represent of small minority of total sales.

7. Discretion and Authority of the Board of Directors. The Market recognizes a need for diversity within the products that are sold at the Market. To facilitate this, the Board of Directors, in its sole discretion and authority, may permit exceptions to the product guidelines set forth in this SubSection 4.

The Board of Directors, in its sole discretion and authority, also may accept or reject a Vendor Application to sell:

- i. Local produce and farm products
- ii. Nursery products and plants
- iii. Processed foods and restaurant-style foods
- iv. Crafts and artisan goods.

(b) In the event a vendor adds a new product or products not originally listed on the application, the Board of Directors reserves the right to approve or reject said product(s) in the interest of product offerings.

5 Market Operations

1. Commencement of Sales. Sales are not permitted before 11:00 AM without the prior approval of the Market Manager. Vendors who sell their products before 11:00 AM will be subject to a \$50 fine, and may not be allowed to participate in the next scheduled market.

2. Assignments. The Market Manager has sole discretion and authority to determine a vendor's stall location within the Market. Every effort will be made to accommodate vendor preferences, but no stall location is

guaranteed on an ongoing basis. Vendors may be asked to change stall locations at the discretion of the Market Manager. Spaces not occupied by 10:30AM may be reassigned to another vendor.

3. Booth Set Up. All vendors must be prepared for operation by 11:00 AM. Booth set up for spaces will be scheduled in stages to meet permitting requirements. The schedule will be determined based on booth assignments determined at the sole discretion of the Market Manager. All booths must be staffed between 11:00 AM and 3:00 PM.

4. Booth Disassembly. Vendors may not disassemble booths before 3:00 PM without the permission of the Market Manager. Vendors who disassemble booths before 3:00 PM will be subject to a \$50 fine. Vendors must be completely broken down and out of the alley by 4pm or they will incur a \$50 fine.

5. Vehicle Loading and Unloading. No vendors will be allowed to load or unload their products from vehicles while illegally parked. Vendors will be required to remove their vehicles from the market area prior to the opening of the market at 10:45 AM.

6. Vendor Parking. Vendors must park in the designated vendor parking area(s). No parking spaces will be reserved on behalf of the vendors.

7. Booth Dimensions. Individual booths may not exceed 10X10 dimensions. Vendors may apply for multiple booth spaces, but due to market permit restrictions, each booth cannot extend more than 10 feet into the alley. The Market Manager may take measurements to confirm that the vendor is using the space approved in the Vendor Application. Additional charges may apply if the dimensions differ from the dimensions specified in the Vendor Application.

8. Booths, Tables, Tents and Canopies. Vendors are responsible for their own booths, tables, tents and canopies. All tents and canopies must have each corner post anchored with at least 20 pounds of weight. Vendors without adequate corner weights will be subject to a \$50 fine.

9. Signs. Each vendor is required to post a sign that identifies its farm or business name, location of its farm or business, and telephone number. Each sign must be legible, visible, and securely attached to the booth or stall. Each vendor must make every effort to assure that its sign does not impede pedestrian traffic. Use of the word "organic" is prohibited unless the vendor's product has been certified. Vendors are encouraged to

provide additional information regarding products, farming practices, and currencies accepted.

10. Booth and Stall Space. Each vendor is responsible for keeping its space clean and attractive during market hours. Such cleaning shall include the removal of berry stains and garbage along with the sweeping and removal of debris. All refuse and unsold products are to be removed at the end of market. Vendors who do not adequately clean their space after each Market will be subject to a \$50 fine.

11. Restrooms. There will be one ADA portable toilets located at the market for vendor use.

12. Cancellations. In order to maintain a full, vibrant, and sustainable market vendors are expected to occupy their approved booth space(s). Vendors will be required to pay the booth fee for all dates they requested and were approved for even in the event of unoccupancy or cancellation. To ensure a cancellation request results in an excused absence vendors must provide 72-hour's notice to the Market Manager. Cancellations less than 72-hours will result in an unexcused absence unless the absence is the result of a crisis or due to an extreme weather event. After 2 unexcused absences, vendors will be considered in poor standing. After 4 unexcused absences, vendors may be asked to forfeit their space and could be considered ineligible for the following season. If a vendor fails to show up on market day without informing the manager ahead of time the vendor will be fined \$50 in addition to their booth fee. In the event the market is closed due to a severe weather event, vendors will not be required to pay the daily booth fee.

13. Vendor Conduct. Vendors will conduct themselves professionally and courteously. Vendors may not verbally call attention to their space by calling out beyond the borders of their space. Pets are not permitted in or around stalls. Vendors are responsible for their own actions and behavior, and the actions and behavior of their staff members. Vendors and their staff members must be appropriately dressed at all times. No bare feet are allowed within the Market.

14. Sampling. Sampling may only occur within the confines of a vendor's booth or directly in front of the booth. The sampling vendor must ensure that customers have clear access to adjacent vendors and may not intrude on another vendor's space. Vendors will provide a trash can for any refuse from the distribution of samples. All vendors who offer samples must comply with all applicable laws, rules, and regulations,

including the Farmers' Market Guidelines prepared by the Oregon Department of Agriculture.

15. Random Vendor Checks. The Market Manager will conduct random checks of all vendors to ensure compliance with all relevant rules and regulations and to ensure the safety of all customers and vendors. If a vendor fails to comply with one or more rules and regulations, the Market Manager will issue a written warning that will list the observed deficiencies. Continuous or repeated failure to comply with the rules and regulations may result in a fine and/or in suspension, termination, or expulsion from the Market.

6 Fees

Each vendor must submit a non-refundable application fee in the amount of \$25 in connection with its Vendor Application. Market fees for the 2024 season are \$40 per 10X10 booth space per day. All tents must measure no more than 10X10 due to the market's space constraints. Each additional 10X10 space occupied will pay an additional \$40 per day.

All vendors must pay their booth fees weekly, as set forth in the Vendor Application.

Failure to pay the weekly booth(s) fee, either by check or on-line payments within 2 weeks of invoicing will result in a late fee in the amount of \$25 for each day the fee is late. Repeated or continuous failure to submit market fees in a timely manner may result in the suspension, termination, or expulsion of vendor from the Market at the discretion of the Market Manager or the Board of Directors.

7 Compliance with Federal, State, City and Local Rules Regulations

Non adherence to any of these Rules and Regulations may affect your eligibility as a market vendor.

All vendors must comply with federal, state, county, and local rules and regulations related to the production and sale of their products.

This includes, but is not limited to, compliance with:

1. Federal, State, City, and local health licensing requirements,
2. The Farmers Market Guidelines prepared by the Oregon Department of Agriculture,

3. Standards governing labelling, packaging, display, and weight, including scale certification with the Oregon Department of Agriculture Measurement Standards, and
4. State Fire Code.
5. Oregon OHSA's permanent rules for protection from wildfire smoke
6. Any emergency Federal, State, City, or Local mandates that apply to the Market especially with regard to the Market operating as an essential business.

Failure to conform to such rules and regulations may be grounds for removal from the Market and forfeiture of fees.

Copies of all licenses, permits, insurance and certifications must be included with the Vendor Application.

Licensing requirements change from year to year. It is the vendor's responsibility to check with the appropriate licensing authorities.

8 Liability Insurance

The Market does not assume responsibility for general or product liability. All vendors are required to purchase general liability insurance with a minimum of \$1,000,000 claim limit and must provide a copy of the Certificate of Insurance listing the Bend Farmers Market as an additional insured in order to participate in the Market. Vendors will not be allowed to participate in the Market until the Market receives such Certificate of Insurance. In the event that the vendor has not provided such Certificate of Insurance, but the space is reserved on the vendor's behalf, all monthly market fees remain due and payable.

9 Indemnification

Each vendor agrees to indemnify, defend, reimburse, and hold harmless the Market and its directors, officers, employees, representatives, and agents from and against all liabilities, obligations, claims, demands, losses, damages, causes of actions, lawsuits, and costs and expenses (including reasonable legal fees) of any nature arising out of or related to:

1. its activities, actions, or conduct,
2. the activities, actions, or conduct of anyone under its direction, or
3. the sale or consumption of its products.

10 Enforcement of Rules and Regulations

The Market Manager is responsible to the Board of Directors, and has ultimate on-site authority to enforce all rules and regulations. If a vendor

violates a rule or regulation, the Market Manager has discretionary authority to impose an appropriate disciplinary action, which may include a fine, a verbal, or a written warning, suspension or termination, of the vendor from the Market. If the vendor is suspended, terminated, or expelled, the vendor will forfeit all fees.

The Market Management reserves the right to dismiss any Vendor, and/or remove any product being sold that does not adhere to the rules and procedures as outlined in this document.

Consequences for violating the Bend Farmers Market Rules and Regulations will result in the following:

1. First offense: Verbal warning with email documentation.
2. Second offense: Written warning and \$50 fine.
3. Third offense: Suspension from market and \$100 fine.
4. Fourth offense: Termination from market.

A vendor may appeal any decision of the Market Manager by writing to the Board of Directors. Vendors may request a response from the Board of Directors.

The failure of the Market Manager or the Board of Directors to enforce any provision of these Rules and Regulations shall not be deemed a waiver of that provision or of the right of the Market Manager or the Board of Directors to enforce that or any other provision at a later date.

11 Sale of Other Products

Each vendor understands that its Vendor Application relates only to the products described in SubSection 4 and Vendor Application. If the vendor desires to sell any additional products, the vendor is required to complete a separate Vendor Application. Each vendor understands and agrees that, if the vendor sells any products not described in its Vendor Application, the Market Manager has discretionary authority to impose an appropriate disciplinary action, which may include a fine, a written warning, or the suspension, termination or expulsion of the vendor from the Market. If the vendor is suspended, terminated or expelled, the vendor will forfeit all fees.

12 No Right to Sell or Participate

These Rules and Regulations do not create any rights to sell or otherwise participate in the Market. Similarly, acceptance of a Vendor Application

and the ability to participate during one season does not guarantee or indicate a likelihood of acceptance and ability to participate in any future seasons. The Board of Directors reserves the right to accept or reject a Vendor Application in its sole discretion.

The Board of Directors reserves the right to prohibit the selling of any particular produce or product, including those products that meet the product guidelines outlined in Section II above, in its sole discretion.

13 Notices and Other Communications

All notices and other communications shall be sent to the parties via email at bendfarmersmarket@gmail.com or to the following physical address:

If to the Market Manager: Bend Farmers Market c/o Market Manager PO Box 123 Bend, Oregon 97709

If to the Board of Directors: Bend Farmers Market c/o Board of Directors PO Box 123 Bend, Oregon 97709

14 Extreme Weather and Smoke Guidelines

The Bend Farmers Market is an outdoor event and will remain open rain or shine unless extreme weather conditions require its closure.

The BFM and its Market Manager reserve the right to close the market at any time in the event the safety of vendors, staff and customers is at risk.

Extreme Weather.

Every attempt will be made to announce any closures 48 hrs in advance if “Extreme Weather Warnings” are issued by the National Oceanic and Atmospheric Administration. In the event of closure, vendors will not be charged for the day’s booth fees.

Smoke

Predicting smoke patterns is difficult and the market will favor remaining open. However, if the Air Quality index (AQI) measures 300 or higher the market may close.

In the event of unhealthy air quality, the Oregon OSHA’S Permanent rules for protection for from wildfire smoke will be followed by the market and its vendors. See: (<https://osha.oregon.gov/OSHAPubs/factsheets/fs92.pdf>).

Below an AQI of 250, NIOSH-approved filtering facepiece respirators are recommended. If the AQI is above 250 NIOSH-approved filtering facepiece respirators will be required. Each vendor will be responsible for enforcing the mandatory use of the respirator by their staff.

If a weather event or high smoke levels causes the Market to cancel with less than 24-hrs notice we will contact vendors via email and text and post for shoppers on social media. Under such conditions vendors will not be charged for the day's booth fees. However, if the market is open, vendors will be charged for their booths even if they decide not to come because of smoke (or fear of smoke). Moreover, if the AQI is over 150 during market hours vendors who do not come due to smoke or fear of smoke will be charged, but given an excused absence.

Vendor Selection Guidelines

1 General Acceptance Priorities for Admission to the Bend Farmers Market

Priority is given to those regional farmers and producers who bring products to market that are 100% grown, collected, harvested and raised on farmland in Oregon that they own and/or operate. The following produce and farm products may be sold at the Market: vegetables, fruits, berries, herbs, nuts, flowers, plants, and other agricultural or horticultural products, including cheeses, seafood, poultry, and meats. We acknowledge the seasonality of farm products, however, priority is given to those vendors who apply for the entire season.

Priority is also given to farmers who use environmentally responsible and sustainable growing, breeding, raising, and harvesting methods. Farmers have priority over food artisans, bakery and hot food vendors. Nursery products and plants sold at the Market must be propagated by the vendor from plugs, seeds, cuttings, bulbs or plant divisions and sold in standard, non-decorative nursery containers. A nursery vendor may not sell a finished product purchased from another grower.

1. Conduct, compliance and customer service

(a) History of compliance with market rules and federal, state and local regulations.

- (b) Periodic market attendance by owner operators over the course of their season to foster a connection between the vendor business and customers.
- (c) Courteous and knowledgeable at-market staff with strong customer service skills and a history of positive interactions with market staff, customers, fellow vendors and volunteers.
- (d) Timely submission of application, licenses, gross sales forms and other market correspondence.
- (e) Billing and payment history according to fees and payment procedures.
- (f) Adherence to BFM's code of conduct policy.

2. Product quality

- (a) Consistently high product quality: fresh, flavorful, and ripe.
- (b) Clean and attractive displays.

3. Food safety

- (a) Vendors must adhere to the highest standards in safe food production and handling. This includes all county, state and federal food safety regulations.
- (b) Vendors are encouraged to display any certifications they may have at market.

4. Balance of products. We strive to maintain a wide array of products at market. Products that are unique or new or underrepresented at the markets may be prioritized to avoid or decrease product duplications.

5. Seniority

- (a) Number of years a vendor has sold at BFM
- (b) Positive attendance record
- (c) History of compliance with market rules

Ultimately, the Board of Directors reserves the right to accept or reject a Vendor Application in its sole discretion.

2 Conflicts of Interest Between Board Members and Potential Vendors

Board members should vote only in the best interest of the Bend Farmers Market mission; unencumbered by potential personal or financial gain/loss. Board members can also be market vendors; however, extra precautions need to be taken during any vendor selection process. Board members must disclose, to the best of their knowledge, all potential conflicts of interest as soon as they become aware and always before any

actions involving the potential conflict are taken. In determining whether a conflict of interest exists, the remaining members shall consider whether the potential conflict of interest would cause a vendor selection or denial by the Bend Farmers Market to raise questions of bias, inappropriate use of the market's assets, or any other impropriety. If a conflict of interest is determined to exist, the conflicted member may not deliberate or vote on the matter. Meeting minutes must note the disclosure, determination of whether a conflict exists or not, and the results of the matter.

3 Vendor Selection Process

The objective of this process outline is to allow the board to define the overall strategic makeup of the vendors at the market while allowing the manager to operationalize vendor placements.

Vendors may apply to the BFM on January 1 of the upcoming market season. The Board of the Bend Farmers Market is responsible for the makeup of vendors at the market and reserves the right to accept or reject a Vendor Application in its sole discretion. Vendor approval by the board will occur at monthly BFM board meetings. Returning vendors in good standing and new produce vendors may be approved as early as the January meeting. At subsequent monthly meetings, the board will vote on additional returning and new vendors. A list of approved alternate vendors who were not yet accepted will be generated. Such alternate approved vendors will be prioritized by the board based on availability and the make-up of the market. The priority list will remain current until the following board meeting.

The manager is responsible for ensuring that only board-approved vendors attend the market in order to maintain a mix of vendors that reflects the board's strategic plan. The manager will ensure that booths are filled and the manager need not request additional input from the board to operationalize the strategy. The manager will provide a report at each meeting indicating any new applicants to allow the board to vote on new vendors and reprioritize the alternate approved vendor list.

The Market Manager is responsible for ensuring market operation using vendors approved by the Board through the following:

1. Operate Manage My Market between January and September

2. Ensure applicants have met all the required criteria for potential approval by the board (eg: complete application, fees paid, permits, insurance, etc. . .)
3. Maintain a list of all vendors that have applied
4. Maintain a list of all vendors that are currently approved/voted on by the board
5. Maintain a list of alternate vendors.
6. Track vendor excused and unexcused absences