

Kennesaw Farmers Market Rules and Regulations

General Rules and Regulations

1. Market Season and Operations

Unless conditions present a safety hazard to participants, the market is considered a “rain or shine” event and will run every Monday during the defined season between the hours of 3:30 pm and 7:30 pm. The 2019 defined season begins May 6, 2019 and ends August 26, 2019. The market will be closed May 27, 2019 due to the Memorial Day holiday, and July 1 due to the Independence Day holiday.

All vendors are required to set up a tent not larger than 10’X10’ in their assigned space. Tents must always be safely secured from unexpected weather events with weights securely attached to each leg. Vendors are responsible for providing their own tent, tables, and other display items.

It is the responsibility of individual vendors to maintain a clean and healthful condition within their assigned area and to leave the area free of debris. Products should be displayed in an attractive manner. Vendors should have a clearly visible sign designating the name of their farm/business.

The Kennesaw Farmers Market requires vendors to truthfully represent their products and operations. Vendors should place signage at their booth to inform customers whether produce is homegrown or resale. The market encourages vendors to engage their customers in discussions about their operations and products.

Inappropriate language or behavior, profanity, or other harassment or abuse by a vendor or participant toward another vendor or participant, employee, or customer of the market is grounds for immediate and permanent expulsion from the market.

2. Vendors

"Vendor" shall be defined as the seller of goods sold and shall include the spouse, siblings, children, parents and employees of the applicant who assist in the cultivation, production and/or sale of goods produced at the address listed on the application.

There are two classes of vendors: Full Season Vendors and Weekly Walk-in Vendors. Full Season Vendors are those who pay the full annual fee, entitling them to advance reservations to vend at each market during the current season. Weekly Walk-in Vendors are those who pay fees based on a weekly rate, entitling them to space to vend based on availability on a week-to-week basis. A vendor relationship with the Kennesaw Farmers Market begins upon approval by the market manager of the vendor application, and receipt of the vendor agreement and payment of the vendor fees. The annual vendor relationship expires on January 1 of the following year. Vendor approval is based on a number of factors including available space, product mix, volume of sales, quality of goods being produced and offered by the applicant and other factors to be judged by the market manager and the Kennesaw Downtown Development Authority.

Vendors are required to state on the application what produce or products will be sold at the Kennesaw Farmers Market. Before additional produce or products that are not listed on the initial application may be sold at the Kennesaw Farmers Market, an amended application must be submitted describing the new items. These additional items may be sold only after approval by the market manager.

Vendors intending to sell prepared and packaged food stuffs for resale must provide a copy of their current Georgia Department of Agriculture Food Sales Establishment License. These vendors must attest to the fact that they grow or buy from local growers at least one major ingredient in their product. Baked goods are exempted from this regulation.

Vendors who wish to sell meat, eggs and/or dairy must provide a copy of their current Georgia Department of Agriculture certification.

3. Vendor Fees and Market Booth Occupancy

For 2019, the rate for Full Season vendors is set at \$120, to be pre-paid no later than two weeks prior to the first market of the season. The rate for Weekly Walk-in Vendors is set at \$15 per week, with a one-time \$5 Walk-in Vendor application fee. Walk-in Vendor fees are to be paid to the market manager upon arrival to the market, when space for Walk-in Vendors is available.

If fees are not paid in full by the final payment due date outlined on the application form and in the Rules & Regulations, the vendor will NOT be allowed to set up the following week, or at any subsequent markets, until balance is settled.

Vendors who had annual spaces the previous year will be required to file a new application for the current year. An approved application from a prior season does not guarantee approval in the subsequent year. Fees must be paid as defined in the application form and the Rules & Regulations.

The market manager shall make all space assignments for each market day. The market manager may require a vendor to move from one space to another at any time for any stated reason.

No vendor shall sublease, sell, or permit anyone to use his or her space.

Approved Full Season Vendors may arrive beginning at 2:00 pm, but must arrive no later than 3:00 pm each Monday, or have notified the market manager by 9:00 pm the night before that they will not attend. Vendors who arrive after 3:00 pm may not be allowed to set up, if the market manager determines that this will disrupt the timely opening of the market or pose a safety concern for market patrons.

The market manager will notify Weekly Walk-in Vendors of any available space by 10:00 am each Monday and confirm attendance for that market.

4. What Can Be Sold

A. Raw Agricultural Products – This category includes fruits, vegetables, grains, herbs, mushrooms, cut flowers, and live bedding and potted plants including trees, ornamental shrubs, and flowers.

B. Value-added Agricultural Products – This category includes products made of raw agricultural products grown or locally sourced by the seller that have been processed or any whose sale a government agency regulates. Examples are jams, jellies, sauces, oils, vinegars, baked goods, molasses, cider and picked-out nuts. The value-added product must contain significant material grown, locally sourced, or produced by the seller. Exceptions include goods that cannot be grown locally such as coffee or tea. Sellers must abide by all applicable federal, state, and local health regulations. In addition, they must adhere to federal guidelines on all labels. The KDDA and/or the market manager may request product(s) be provided for inspection.

C. Meat and Other Animal Products – This category includes meats, poultry, milk, cheese, eggs, farm-raised fish, honey, and other products derived from animals. Vendors must adhere to federal guidelines on all labels. The KDDA and/or the market manager may request product(s) be provided for inspection. No live animals may be sold at the market.

D. Prepared Foods – Prepared foods may be sold from approved commercial kitchens certified by the Cobb County Health Department or the Georgia Department of Agriculture.

E. Displays and Samples – Food products can be cut, opened, and displayed at the market if properly wrapped. Displays and samples cannot be sold. Samples may be given to customers in accordance with all applicable Health Department regulations.

5. Health Regulations

All vendors participating in the Kennesaw Farmer’s Market, (hereinafter “KFM”) shall comply with the sanitary rules and regulations of the County and State Health Departments. All food must be properly displayed, fresh and grown and/or prepared in accordance with all local, state and federal regulations.

6. Hold-Harmless Clause and Insurance

All authorized vendors participating in the KFM shall be individually and severally responsible to the KFM, the Kennesaw Downtown Development Authority, and/or the City of Kennesaw, Georgia (hereinafter jointly and severally “Releasees”) for any loss, personal injury, death, and/or other damages that may occur as a result of the vendors' negligence or that of its agents and employees, and all vendors hereby agree to indemnify and save the Releasees and its representatives harmless from any loss, costs, damages and other expenses, including attorney's fees, suffered or incurred by the Releasees by reason of the vendors' negligence or that of its agents and employees: provided that the vendors shall not be responsible nor required to indemnify the Releasees for negligence, its agents and employees. Each vehicle must be covered by vehicle liability insurance to cover any vehicle related incidents.

7. 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. Weights and measures are expected to be in accordance with all applicable local, state and federal rules and regulations. All scales shall be approved by the Georgia Department of Agriculture and have current inspection stickers.

8. Labeling

All vendors are expected to clearly label all products as necessary in accordance with all applicable local, state and federal rules and regulations.

9. 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 and/or federal governmental agencies for purposes of certification. For example, under existing state and 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

10. Miscellaneous

No firearms. Alcoholic beverages allowed only as outlined in the Kennesaw Entertainment District guidelines. No pets, with the exception of Seeing Eye dogs.

11. Complaints

Complaints of any kind against any vendor shall be directed to the attention of the Market Coordinator. The Market Coordinator will seek to resolve the issue immediately and if the Market Coordinator is unable to do so, he/she will forward the complaint to the owners and Market Advisory Committee for investigation and resolution.

The Market Coordinator shall have the right to warn and/or suspend a vendor based on the Market Coordinator's personal observation of a violation of the rules and regulations.

The Market Coordinator and owner of the KFM reserve the right to revise the KFM Rules and Regulations at any time.

12. Non-Discrimination Clause

The Kennesaw Farmers Market will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.