



RULES AND REGULATIONS 2023

PO Box 491

Wellston, OK 74881

Make checks payable to:

Wellston Farmers Market

Booth spaces are 10x10.

Market fees (all sales final):

- A. Season \$30.00 B. Daily \$10.00 C. Tent \$5 per event D. Extra Booth Space \$5 per event
Included in your seasonal vendor dues is membership to the Wellston OK Area Chamber of Commerce.

PAYMENT OPTIONS: All vendors must have a "0" or positive balance at the start of market day to set up at the market. The Market Manager shall consider reimbursement in case of serious illness or death. All sales final no refunds.

- A. You may pay using cash or check. Make checks payable to Wellston Farmers Market.

ATTENDANCE POLICY: Vendors may choose to pay the seasonal fee of \$30.00 or daily fee of \$10.00. If vendor chooses to pay seasonal fee and does not attend at least 75% of market days they will be moved to daily fee of \$10.00 without refund. Vendor needs to confirm tent request and attendance at the market by 5pm on the Monday before the market day. Vendors can begin set up at 7:30 am. Set up needs to be completed by 8:45am.

LOCATION: Commuter parking lot at westbound turnpike entrance Wellston, OK 74881 **Hours of Operation: 9:00am to 1pm** The Wellston Farmers Market will operate May to October on the 1st and 3rd Saturday from 9:00 am to 1:00 pm. This is a tentative schedule. Dates may be subject to change at the discretion of market management. The market will not be open during dangerous weather such as tornados or lightening. No refunds will be issued. Vendors can begin set up at 7:30 am. Set up needs to be completed by 8:45am

WHO MAY SELL

The market will be in compliance with ODAFF regulations.

- A. The market will be made up of Oklahoma grown produce, home bakers, plant growers, value added (jelly, cookies etc) home crafted goods to meet the requirements of The Town of Wellston Farmers Market Ordinance.
- B. Vendors must sell their own produce and products. If selling on behalf of another vendor, only Oklahoma producers allowed and must be clearly labeled demonstrating farm name and location.
- C. Distributors of educational materials addressing nutritional, environmental and sustainable topics may participate.

WHAT MAY BE SOLD

All vendors must follow the HB 1032 (Food Freedom Act) and all other laws. All items being sold must be made in Oklahoma. The following are examples.

- A. Fresh produce, herbs, seeds, and cut flowers (fresh or dried).
- B. EGGS
 - a. Vendor must have required license
- C. HONEY – Adhere to Oklahoma Honey Sales Act
- D. Pecans, Peanuts, Other nuts, and grains
 - a. Whole grains and nuts may be sold. If cracked or ground, a license is required from an area County Health Department.
- D. Fish, Dairy, Meat and Poultry
 - a. Vendor must have required license

HB 1032- Food Freedom Act: The Homemade Food Freedom Act allows for limited sales of foods produced in a private residence. These businesses are regulated by the Oklahoma Department of Agriculture, Food, & Forestry (ODAFF). Vendors wanting to sell value added products are required to complete the ServSafe Food Handler Training and submit a copy of their certificate to Market Manager before attending the market as a vendor. The market manager may reimburse vendors for the ServSafe Food Handler Training at the end of market season once the requirements have been met. Market Manager reserves final say in approval of reimbursement.

Reimburse requirements

- a. ServSafe Food Handler Training completed along with copy of certification turned in before market day.
- b. Vendor participates in 75% of market days.
- c. Vendor agrees to sell what they listed on application.
- d. Vendor must meet signage/label requirements.

The Oklahoma state department of health (OSDH) and Oklahoma department of agriculture have jurisdiction over sales of manufactured food at all Oklahoma farmer's markets. Vendors must comply with all applicable requirements to be eligible for participation at the Wellston Farmers Market. The market will be inspected annually by an ODAFF representative.

WHAT IS NOT ALLOWED

Re-sale items, multi level marketing (MLM), direct sales companies/items are not allowed. Products made or produce grown outside of Oklahoma. The Wellston Farmers Market is not an opportunity for engaging vendors or customers in solicitation. The sale or consumption of alcoholic beverages on the market site is prohibited.

BOOTH SPACE

Vendors can begin set up at 7:30 am. Set up needs to be completed by 8:45am. Vendors are responsible for setting up and removing their own booths. Vendors are responsible for cleaning their areas before leaving the Market each Market day. This includes picking up produce or other product items and placing them in the trash. Failure to follow rules may result in suspension from the market; repeat offenders may have their agreement terminated. The Wellston Farmers Market is not responsible for items left on premises.

TENT RENTAL

A limited amount is available to rent. Rentals are done per market day. Notify market management by 5pm the Monday before market day. If vendor fails to show up without proper notification tent may be rented out to next vendor on waitlist. All sales are final.

VENDOR RESPONSIBILITIES

- A. SALES TAX- Vendors are responsible for paying the appropriate sales tax to the Oklahoma Tax commission (OTC). Information on this process can be found online at <http://oktax.state.ok.us> or by phone at 405-521-3279.
- B. EQUIPMENT AND SUPPLIES-Vendors must provide their own tables, chairs, change and tents. All tents, tables and chairs must be secured to avoid injury. Booth should be attended to at all times. The vendor assumes full responsibility for any losses of produce and/or valuables from the market site.
- C. Vendors & their employees are expected to conduct themselves in a professional manner and in accordance with the rules and regulation of the market. All vendors are expected to treat the market staff, other vendors and customers with respect and without discrimination.
- D. LICENSES - Vendors are responsible for all permits, licenses required by Federal, State, or Local County to sell their products.
- E. It is the responsibility of the vendor to ensure all employees/representatives understand and abide by the Wellston Farmers Market Rules and Regulations.
- F. No price gouging or undercutting.
- G. Attendance- Confirm attendance by 5pm Monday before market day. Failure to provide notification may result in losing booth location. Extenuating circumstances will be taken into consideration.
- H. All signs must remain within the allotted vendor's exhibit space and must not block traffic or pedestrian ingress or egress, or interfere with other vendor's display or views.

ELECTRONIC PAYMENT DEVICES

Vendors may use electronic payment devices (pos, square, etc.) at their discretion.

Vendor assumes responsibility for fees and communicating with customer. If using market bucks or SNAP benefits vendors will be paid 5-7 business days after last market day of the month.

SNAP BENEFITS

The market now accepts SNAP & Senior Farmers Market Nutrition Program (SFMNP, Sr benefits) benefits. SNAP & SFMNP acceptance is at the vendor discretion. Please see the SNAP & SFMNP RULES at end of this document.

COMPLAINTS OR DISAGREEMENTS. If you have a discrepancy regarding another vendor, you are required to bring your concern to the market staff. The Market Manager reserve the right to take any action they deem appropriate, including but not limited to prohibiting the offending party from selling at the market. Courtesy to others and our customers will prevail above all disagreements. Vendors must respect and adhere to all responsible requests. Any vendor challenging another vendor's product's legitimacy or conduct must complete the complaint form provided by Market Manager, giving the name of the vendor and the product or situation they feel may not be in compliance with Market policies. The complainant must date and sign their name to the complaint and the Market Manager will attempt resolution. If resolution is not possible, the complaint will be referred to the Market Board.

DRUG, ALCOHOL, SMOKEING POLICY

The unlawful possession or use of illegal drugs and / or alcohol on the Market site is prohibited. The Wellston Farm & Craft Market is a smoke and/or vape free space.

ENFORCEMENT OF RULES

The Market Manager is responsible for enforcing the Market rules. Possible violations will be discussed and resolution attempted. Vendors selling prohibited items will be asked to remove those items from sale or leave the Market. Continued violations will result in being banned from the Market with no reimbursement of fees paid. All rules may be revised by the decision of the Market Manager.

PHOTO RELEASE

Photos of The Market, attendees and vendors may be used for publication online or printed material. To be used at the discretion Market Management.

LIMITATION OF LIABILITY

The Wellston Farmers Market and all associated staff shall not be liable for any claim, demand, damage, accident, and injury to persons or property occurring directly or indirectly as a result of vendor's use and occupancy on market events. Vendor agrees that the vendor shall be solely responsible for the acts omissions during the use and occupancy during Market Events. The vendor also agrees to hold harmless the Market and associated property and persons against any acts of God. Vendor assumes all the foregoing risks and accepts personal responsibility for damages following any injury, permanent disability or death. Signature on vendor application is acceptance of the Rules and Regulations.

RULES AND REGULATIONS ARE SUBJECT TO CHANGE

I have read the rules and regulations to the Wellston Farmers Market and agree to abide by them. Signature of vendor application is agreement to rules and regulations. Acceptance into the Wellston Farm & Craft Market is not guaranteed. Please do not assume you have been accepted to participate until you receive notice from Market Management.

SNAP & SFMNP RULES



1. Customers swipe EBT card at terminal and will receive “script” that is representative of their SNAP or SFMNP dollars. Terminal located at Market Manager table.
2. Funds from EBT transactions are deposited into bank account indicated on the FNS application.
3. SNAP & SFMNP customers will shop around and exchange script with vendors for SNAP & SFMNP eligible products.
4. What can be bought with SNAP:
 - A. Fruits and vegetables, herb, food producing plants and seeds, honey, spices, nuts, breads and bakery products (must be packaged ex: Ziploc bag), meat, fish, poultry, eggs and dairy products.
 - B. What cannot be bought: vitamins and medicines, food not packaged, ready to eat, hot foods (ex: ready to eat cooked rotisserie chicken), beer, wine, liquor, cigarettes and alcohol. Gift baskets if non-food items are more than 50% of cost. Any food items such as: pet foods, soap, and paper products, household supplies.
5. Vendors will turn in SNAP or SFMNP script to market personnel at end of day.
6. Manager determines how to distribute funds (ex: weekly, bi weekly, monthly)
7. SNAP customers that don’t spend all their script may have benefits returned to their cards.
8. Customers may also hold onto script and choose to spend their benefits at a later date. *Funds must stay in bank account associated with POS machine until they are spent.
9. Cannot accept another’s market script.
10. Don’t make change for script or trade tokens with another vendor.
11. Don’t charge sales tax on SNAP or SFMNP purchases.
12. Vendors accepting SNAP or SFMNP are identified by SNAP & SFMNP sign. SNAP & SFMNP acceptance is at vendor’s discretion.

WHAT CAN BE BOUGHT WITH SFMNP SCRIPT

SFMNP SCRIPT IS DIFFERENT FROM SNAP SCRIPT. DO NOT ACCEPT OTHER MARKET SCRIPT.

1. Oklahoma grown produce
2. Unprocessed honey
3. Fresh cut herbs
4. ALL ITEMS MUST BE OKLAHOMA PRODUCTS