





RULES AND REGULATIONS 2025  
PO Box 491  
Wellston, OK 74881  
Make checks payable to:  
Wellston Farmers Market

**Market fees (all sales final):**

- A. Season \$30.00      B. Daily \$10.00

Included in your seasonal vendor dues is membership of 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 a 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 attendance at the market by 5pm on the Monday before the market day. Vendors can begin set up at 7:00 am. Set up needs to be completed by 8:45am.

**LOCATION:** 207 W 2<sup>nd</sup> St Wellston, OK 74881 (the old Feed Store) Hours of Operation: 9:00am to 1pm. The Wellston Farmers Market will operate from May to October on the 1<sup>st</sup> and 3<sup>rd</sup> Saturday. 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 lightning. No refunds will be issued. Vendors can begin set up at 7:00 am. Set up needs to be completed by 8:45am. The market opens at 9am. **Do not begin sales before the opening time of the market.**

**WHO MAY SELL** The Wellston Farmers Market is registered with the Oklahoma Department of Agriculture Food and Forestry as an OK Grown Market. The market will be made up of 100% of Oklahoma grown produce, home bakers, plant growers, value added (jelly, cookies etc.) artisan craftsperson to meet the requirements of The Town of Wellston Farmers Market Ordinance. The market will be in compliance with ODAFF regulations. Artisan craftsperson vendors will be limited to 25% of the total number of vendors.

- A. Vendors must sell their own produce and products. If selling on behalf of another vendor/farmer only Oklahoma producers are allowed and must be clearly labeled demonstrating farm name and location.
- B. **EDUCATIONAL BOOTHS-** WFM may provide one free booth space (space permitting) per market day to local nonprofits for the purpose of community education and outreach on issues related to farming, gardening, health, food, etc. Educational booths must be non-partisan. Sales, fundraising, and/or donation solicitations are not permitted unless approved by the WFM Board. Local nonprofits doing fundraisers must be in the form of bake sales, handcrafted items, meeting the market guidelines.
- C. **CRAFT VENDORS-** Craft Vendor is defined as an artisan craftsperson who manufactures the finished craft items (such as body care products, pottery, candles, baskets, garden related crafts, etc.) they sell at each market. All craft items are required to be made by the vendor in Oklahoma.

## **WHAT MAY BE SOLD**

All vendors must follow 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. HONEY – Adhere to Oklahoma Honey Sales Act
- C. Pecans, Peanuts, Other nuts, and grains
  - a. Whole grains and nuts may be sold. If cracked or ground, a license is required from the County Health Department.
- E. Fish, Dairy, Meat and Poultry
  - a. Vendor must have the required license and submit with vendor application.
- F. NURSERY STOCK: Nursery stock, trees, compost may not be purchased from out-of-state, or local nurseries, farms etcetera for immediate resale. All nursery seedlings must be grown by the vendor for a minimum of four weeks before being sold at the market. Bare roots and bulbs purchased by the vendor can be sold when established and grown in a container for at least four weeks before being sold at market. If bare roots or un-potted bulbs are sold, they must be grown by the vendor. This includes compost. Compost from outside sources other than vendors own garden / farm is prohibited.

## **EXCHANGES AND REFUNDS**

Exchanges of produce, other items and/or refunds are up to each individual vendor.

The market does not offer refunds.

**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 the Market Manager before attending the market as a vendor.

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** Reselling is strictly prohibited. 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**

There will be assigned booths. Vendors must complete an application each season. You are not guaranteed as a vendor each season. Vendors can begin set up at 7:00 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 and fined. The Wellston Farmers Market is not responsible for items left on premises. The market opens at 9am. Do not begin sales before the opening time of the market.

## DAILY DATA

Vendors will be given a folder every market day to turn in for reimbursement of tokens. Included with the folder is a daily data sheet. Vendors are to record any fees due to the market, daily sales, and tokens collected for the day. Data may be used at the market manager's discretion. Purpose of collecting daily data may include but not limited to:

- Required by partnering agencies.
- Validate the use of community space for the farmers market.
- Utilize this data for strategic planning.
- Collecting data to seek grants.
- Collect data to help recruit diverse vendors.
- Show vendors what they have accomplished together.

## 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. **THE WELLSTON FARMERS MARKET IS NOT RESPONSIBLE FOR THE COLLECTION OR REPORTING OF VENDORS SALES TAX.**
- B. **PRODUCT LIABILITY INSURANCE**- All vendors are responsible for carrying their own product liability insurance.
- C. **EQUIPMENT AND SUPPLIES**-Vendors must provide their own tables, chairs, change. All tables and chairs must be secured to avoid injury. Your 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.
- D. Vendors and their employees are expected to conduct themselves in a professional manner and in accordance with the rules and regulations of the market. All vendors are expected to treat the market staff, other vendors, and customers with respect and without discrimination. It is the responsibility of the vendor to ensure all employees/representatives understand and abide by the Wellston Farmers Market Rules and Regulations.
- E. **LICENSES** - Vendors are responsible for all permits, licenses required by Federal, State, or Local County to sell their products.
- F. **LAWS**- It is the responsibility of the vendor to adhere to all local, county, state, and federal laws and regulations that may be applicable to the processing and marketing of their respective products.
- G. All vendors qualifying for participation through the Food Freedom Act must submit a food handlers permit accompanied with application.
- H. No price gouging or undercutting.
- I. **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.
- J. 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.
- K. The Wellston Farmers Market membership is non-transferable. Any participating vendor that changes ownership must reapply with payment to the Wellston Farmers Market.
- L. **SAMPLING**- Cut samples are only allowed as per ODAFF regulations and guidelines. Each vendor is responsible for educating themselves on compliance of sampling rules.
- M. **SNAP**- Eligible vendors must display appropriate signage. See SNAP guidelines at the end of rules and regulations.

## **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 on the next market day. Unless other arrangements have been made between the market manager and vendor.

## **SNAP BENEFITS/ FOOD ASSISTANCE PROGRAM(S)**

**The market now accepts SNAP & Senior Farmers Market Nutrition Program (SFMNP, Sr benefits) and Double Up Oklahoma (DUO) benefits. See the SNAP & SFMNP, DUO RULES at end of this document. Vendors will not be reimbursed for accepting tokens they are not eligible to take or for accepting expired tokens. SNAP tokens are wooden tokens with WFM logo. SFMNP tokens are wooden tokens with WFM SFMNP name and will be a different color each season. SFMNP TOKENS EXPIRE EACH SEASON. DUO TOKENS ARE SILVER. TO ACCEPT SFMNP & DUO TOKEN VENDORS MUST COMPLETE THE REQUIRED TRAINING.**

## **DRUG, ALCOHOL, SMOKEING POLICY**

The unlawful possession or use of illegal drugs and / or alcohol on the Market site is prohibited. The Wellston Farmers Market is a tobacco, smoke and/or vape etc. free space.

## **COMPLAINTS OR DISAGREEMENTS.**

Any complaints or disagreements arising from a consumer or vendor must be immediately reported to the Market Management. The Market Manager reserves 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 the Market Manager, giving the name of the vendor and the product or situation they feel may not be following 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.

## **ENFORCEMENT OF RULES**

The Wellston Farmers Market board of directors and Market Director are 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 Director. The Board and/or the Market Director reserve the right to verify the production of any vendor at any time.

## **DISCIPLINARY SYSTEM**

If any of the rules in this document are clearly and continuously violated the following system of action may take place. All rules may be revised by the decision of the market director/board. Depending on the severity of the infraction, market management reserves the right to remove offender from market at any given time. All information will be added to the vendor market file.

1. Verbal warning
2. Written notice of violation
3. 2<sup>nd</sup> written notice of violation.

4. If the problem persists past this point vendor will be fined \$30 and may be removed from the market.
5. This system does not have to be started over for each rule violation-separate infractions will be added and recorded together. Especially if malicious intent is suspected or this continues each season.

### **PHOTO RELEASE**

Photos of The Market, attendees and vendors may be used for publication online or printed material. To be used at the discretion of 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 because of vendor's use and occupancy on market events. The vendor agrees that the vendor shall be solely responsible for the act's 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 of the Wellston Farmers Market and agree to abide by them. Signature of vendor application is agreement to rules and regulations. Acceptance into Wellston Farmers Market is not guaranteed. Please do not assume you have been accepted to participate until you receive notice from Market Management.

### **SB 1785**

As of November 1, 2020, farmers markets are formally defined as a designated area where farm food producers and value-added processors from a designated region gather on a consistently scheduled basis to sell approved farm food and value-added products from approved sources directly to the purchaser.

The following products may be sold at a registered farmers market:

1. Raw, uncut produce
2. Whole shell eggs, so long as properly licensed by the Oklahoma department of agriculture, food and forestry (ODAFF)
3. Meat, so long as in compliance with all ODAFF regulations for sales of meat & so long as appropriately licensed by the state Department of Health
4. Baked goods that qualify pursuant to the Home Bakery Act
5. Processed foods and Time/Temperature Control for Safety Foods that meet all local, state & federal requirements.
6. Nonfood items, only if those items account for less than 25% of the overall sales at the farmers market.
7. Any other items listed in rules promulgated pursuant to the Oklahoma Farmers Market and Farmers Hub Act

## **NON-DISCRIMINATION POLICY**

### **WELLSTON FARMERS MARKET**

The WELLSTON FARMERS MARKET does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, and vendors.

The WELLSTON FARMERS MARKET is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity, or gender expression.



**WELLSTON  
FARMERS MARKET**

## **Food Assistance Rules (SNAP, SFMNP, DUO)**

1. Customers swipe EBT card at terminal and will receive “script” that is representative of their SNAP, SR, DUO dollars. Terminal located at Market Manager table. SNAP tokens are wooden with market name on them. SFMNP tokens are wooden tokens (distinct color each season), DUO tokens are silver.
2. Funds from EBT transactions are deposited into the bank account indicated on the FNS application.
3. SNAP, SR, DUO customers will shop around & exchange script with vendors for eligible items.
4. What can be bought with SNAP:
  - A. Fruits and vegetables, herbs, 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 script to market personnel at the end of day using daily data folder.
6. Manager determines how to distribute funds (ex: weekly, biweekly, monthly)
7. SNAP customers that do not spend all their script may have benefits returned to their cards.
8. Customers may also hold onto script (SNAP, DUO) 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. Do not accept another’s market script.
10. Don’t make change for script or trade tokens with another vendor.
11. Do not charge sales tax on SNAP, SFMNP, DUO purchases.
12. Do not accept any script on behalf of another vendor.
13. Vendors accepting SNAP, SFMNP, DUO are identified by appropriate signage. Vendor must display sign.
14. Vendors will not be reimbursed for accepting wrong tokens or accepting tokens they are not eligible to accept.

### **WHAT CAN BE BOUGHT WITH SFMNP & DUO SCRIPT**

SFMNP SCRIPT IS DIFFERENT FROM SNAP & DUO SCRIPT. DO NOT ACCEPT OTHER MARKET SCRIPT. DUO SCRIPT IS SILVER TOKENS. SFMNP SCRIPT ARE WOODEN TOKENS (DIFFERENT COLOR EACH SEASON) WITH MARKET NAME. SFMNP TOKENS EXPIRE EACH SEASON.

1. Oklahoma grown produce
2. Unprocessed honey (not DUO eligible)
3. Fresh cut herbs
4. ALL ITEMS MUST BE OKLAHOMA PRODUCTS

**REFER TO DUO CONTRACT FOR DETAILED DUO PROGRAM REQUIREMENTS. VENDOR MUST READ & SIGN DUO CONTRACT TO BE REIMBURSED FOR PROGRAM.**