

Pearl Farmers Market: Vendor Agreement 2012

1. ABOUT THE MARKET¹

Pearl Farmers Market, Inc. ('PFM')

A not for profit organization registered with the Secretary of State of Oklahoma.

Registered Address

754, S. Norfolk Avenue, Tulsa, OK 74120.

The Market's web site is at www.pearlfarmersmarket.org

Market Location

Centennial Park (traditionally known as Central Park), at [7th St., immediately west of Peoria Avenue](#), Tulsa. The market occupies an area at the eastern edge of the park, at 7th St., at which public parking is available.

Our Mission

To provide and promote a convenient and neighborly marketplace where Tulsans can buy fresh, local² produce and goods from local farmers, ranchers and craftspeople.

2. MARKET TIMING

The Pearl Farmers Market takes place each **Thursday** during the season, **4pm – 7.00pm**.

Vendors' set-up time is between 3.30pm and 4pm.

The Market takes place between April and September each year. Precise start- and end-dates for each season may be found on the PFM web site at www.pearlfarmersmarket.org.

3. HOW TO JOIN THE MARKET

Read and complete this Vendor Agreement, including your Sales Tax ID no., and hand the signed portion to our on-site Market Manager, who can be reached at **918 587 7222** or mail it to [Terri Watson](#), Assistant to the Treasurer, at 754, S. Norfolk Ave., Tulsa, OK 74120 (tel. **918 630 1804**), with a copy of your Sales Tax certificate.

Each vendor is required to pay the season fee (see 'Fees & Taxes' below), prior to setting up at the market for the first time.

4. ELIGIBILITY

4.1. PRODUCT SOURCES

The following qualifications apply to sellers of regional fruit, vegetables, herb and flowers.

A grower must grow at least 51% of his³ products.

He/she is authorized to purchase 49% of his products from other Oklahoma growers.

The source of 3rd party produce purchased for resale at the Market must be identified at the request of PFM representatives.

Each vendor is expected to complete a form confirming that all products are Oklahoma-grown, whether grown by the vendor by another Oklahoma grower.

The PFM reserves the right to physically inspect any vendor's production facilities.

4.2. COUNTY HEALTH PERMITS, LICENSES

The vendor is solely responsible for obtaining the necessary general liability insurance and all licenses to trade as required by law, and will be required to show these to the market manager or other officer of the PFM.

4.3. NURSERY STOCK

¹ The 'Market' and 'PFM' are used interchangeably to denote the Pearl Farmers Market, Inc.

² 'Local' here refers to produce of the Tulsa region, and not to the City limits.

³ Note that 'her' and 'his' etc. are used interchangeably in this document.

Each vendor of any of the following: *nursery stock, trees grown or propagated in field, greenhouse or other plot of ground; shrubs; vines; rosebushes; cuttings; grafts; scions; fruit pits; herbaceous plants; evergreens and other ornamental trees and bushes; collected wild plants; bedding plants; roots; corms; rhizomes; bulbs; flowers or blossoms; ferns; blossoms cut from any nursery stock...* is required to hold a current nurseryman's or dealer's license from the Plant Board at the Department of Agriculture⁴.

4.4. NON-PROFIT ORGANIZATIONS

Non-profit distributors of free, educational materials concerning nutrition, the environment or sustainability are welcome to participate, at no charge, subject to (i) adequate availability of space as determined by the Market manager at her/his sole discretion; and (ii) a prior, written request having been delivered to the Board.

Note: The Board reserves the right to exclude any organization from the Market at its sole discretion, without explanation.

5. FEES AND TAXES

5.1. SEASON MEMBERSHIP

Each vendor is required to pay a seasonal membership fee of **\$25**, irrespective of the date on which a vendor chooses to apply to join the market.

The season fee is subject to change at no notice, at the sole discretion of the PFM Board.

5.2. DAILY MARKET FEE

The daily market fee is **10% of gross sales** per market, which is payable **at closing of that day's market**.

The Market Manager gives an envelope to the Vendor at the beginning of each market. The envelope contains a receipt (in duplicate) to be filled out with that day's sales.

The vendor must record that day's information, place it in the envelope and give it back to the Market Manager at the end of the market.

In the event that the Manager believes that sales data has been falsified, the vendor may be expelled from the market, at the sole discretion of the market manager.

Vendors representing community gardens or private backyards are subject to the same terms and conditions as professional growers and vendors.

There is no discount for Rain Days.

5.3. RAIN DAYS

Whilst rain can reduce the number of customers, the number of vendors tends to be lower too; resulting in a balance of supply and consumer demand. The market's reputation and growing business base and vendor reputation depend on a reliable, consistent offering. We urge vendors to attend, rain or shine.

5.4. SALES TAXES

Each vendor is responsible for assigning to each customer the appropriate city, county and state sales taxes on products sold, as required by the Oklahoma Tax Commission.

The Pearl Farmers' Market Association is not responsible for collection of sales taxes.

Vendors are advised to call the Oklahoma Tax Commission at 405-521-3279 in order to obtain an application for a sales tax identification number. Possession of and display of a valid sales tax no. is required.

5.5. ELECTRONIC BENEFIT TRANSACTIONS (E.B.T.)

Vendors must follow all government regulations regarding acceptance of vouchers in exchange for food.

⁴ The Tulsa phone number is 918-581-2690.

Such benefits cannot be used for non-food purchases.

Reimbursements for qualifying purchases made via the EBT will be made **by check** at the close of each market.

5.6. EXCHANGES AND REFUNDS

Vendors should treat purchasers seeking exchanges or refunds with courtesy and fairness.

Such exchanges or refunds are at the vendor's discretion.

6. PRODUCT GUIDANCE & STANDARDS

A primary purpose of the Market is to connect the general public with local producers, and priority will be given to growers and producers of traditional farm products. The following are guidelines in regard to these.

Fresh produce

All produce should be mature, not over-ripe, void of decay, of good appearance, clean and free of contamination.

The Vendor is required to have a valid Oklahoma Department of Agriculture license (tel. 405-521-3684).

'Organic' Products

The vendor agrees that he is accountable for his use of the term 'organic' and is advised that federal and State legislation governs such use. The PFM requires that a vendor intending to make use of the term 'organic' provide evidence to the PFM market manager (or other officer) of conformity to applicable laws, to the extent possible.

In the interests of maintaining the good name of the Market the PFM Board reserves the right to invite State or other officials to visit the market from time to time to inspect vendor products and documentation as it pertains to use of the term 'organic'.

Honey

The producer's bottling area is liable to inspection by the Tulsa City-County Health Department.

Jars must be labeled showing the name of the product, additives (if any), weight, and name and address of the producer.

Pecans, Peanuts, Other Nuts, and Grains

Whole grains may be custom ground and nuts may be custom cracked after the sale has been made. If cracked or ground prior to sale, a license is required from the Tulsa City-County Health Department.

Fish, Eggs⁵, Dairy Meat and Poultry

The producer must be licensed by the Tulsa City-County Health Department.

USDA inspection of facilities is required.

The producer must have Oklahoma Department of Agriculture license 405-521-3684.

Vendors are advised that conformance to the law is rigorously enforced by ODAFF.

Plants and Cut Flowers

Vendors must have a valid Oklahoma Department of Agriculture license. Call: 405-521-3684.

Raw juices, canned fruits and vegetables, sauces, baked goods, popcorn and smoked processed meats

Vendor must be in compliance with Oklahoma Department of Health (a certified kitchen is mandatory).

Such compliance is the responsibility solely of the vendor.

Craft Goods

Whilst locally made craft goods are eligible for sale at the PFM, these are not considered by the Board to be a key component of the market.

⁵ For detailed, legal requirements, visit: http://www.ok.gov/~okag/food/foodsafety_sub1.pdf

Each vendor application to join the PFM will be reviewed promptly by the Board and a decision made, at the Board's sole discretion.

Firewood

Firewood may be sold from pallets or from a vehicle.

Product measurements

Produce may be sold by weight, volume or count.

If selling by weight, scales are subject to inspection by the Okla. Dept. of Ag. (Tel. 405-521-3864).

Only oil-balance and spring scales (stating "temperature compensated") are certified for trade. The vendor is accordingly advised to have a scale present to give the buyer "an idea" of the weight of the volume of produce being sold.

It is suggested that vendors sell produce by the box, basket, bunch, dozen, bushel or pot size, etc. Such containers are to be provided by the vendor.

7. BUSINESS NAME

Each vendor is required to post his business or farm name, contact information and sales tax license in his display area, ensuring it is clearly visible to customers.

8. ATTENDANCE

Customer loyalty and a market's prosperity depend on regular attendance by customers and vendors. The PFM Board invests much volunteer time and funds in promoting the market to existing and potential customers.

Accordingly the vendor agrees to make *every reasonable effort* to attend the PFM consistently throughout the season.

9. SANITATION AND HEALTH

Regulations

Vendors and the PFM are required to follow all Tulsa City-County Health Department rules and regulations regarding sanitation and health.

Merchandising

All produce items must be sold whole: no halves or slices may be sold.

However vendors may cut and wrap produce in plastic for display purposes.

All booths at which foodstuffs are sold must be covered (e.g. by a tent).

Food Preparation

Food preparation at the market is not permitted, other than for Board-approved, promotional events.

Cleaning

Each vendor must bring his own disposable trash bags for clean-up.

Each vendor is required to maintain his booth and area in a clean, neat condition throughout the market and to clean his area before departing at the end of the market.

Animals

Vendors' animals other than 'seeing-eye' dogs are prohibited in the market area.

Restrooms

Public restroom and hand-washing facilities as required by law are located at the Central Center at 1028, East 6th St., approximately 100 yards from the market.

10. CONDUCT

10.1. BOOTH PLACEMENT

Vendors will be assigned a space by the market manager, whose decision in this regard is final.

Only vehicles/trailers of one ton or smaller will be permitted in the market area.

Market booths should be attended to at all times.

The vendor assumes full responsibility for any losses of goods and/or valuables from the market site.

10.2. GOOD MANNERS

The Board of the PFM aims to provide a friendly, safe place in which a true sense of community and loyalty to the market develops. Each vendor is expected to conduct himself at all times with courtesy and respect to PFM staff, fellow vendors and all visitors to the Pearl Farmers Market.

Vendors who in the view of the Board or of the market manager do not abide by these basic requirements will be excluded from the market without compensation.

Vendors are asked to be considerate to others when arriving, unloading vehicles and departing.

Vendors are cordially invited to suggest improvements to the Market’s organization to the market manager or to any Board member who may be present, or by email or in writing.

10.3. COMPLAINTS

Customer complaints received by a vendor, or other inappropriate behaviors should be reported promptly to the market manager or to a member of the Board of Directors who may be present.

The market manager and the Board of Directors reserve the right to take any action within the law that they deem appropriate, including the immediate exclusion of the offending party from the market.

The recipient of such sanction may appeal by writing to the Board of Directors at the PFM registered address within ten (10) days of the date of the event or sanction, whichever is the later.

If a vendor wishes to register a complaint about a member of staff, please address any Board member directly, or email President@pearlfarmersmarket.org, or call **Russell Burkhart** at **918-527-6548**.

11. SECURITY

The PFM Board is pleased to advise vendors that we have a good, working relationship with the Tulsa Police Department, and our market manager is instructed to call 911 without delay or intervention in the event of a disruption to the market. Each vendor is urged to tell PFM staff promptly if he sees anything that he considers to be suspicious or illegal, in addition to calling 911.

12. COMMUNICATIONS

The vendor may be contacted regularly by the PFM through the season, by email or phone. Each vendor is required to respond to all such calls as promptly as possible. All such calls are directed towards improving the success of the market and of the vendor.

Pearl Farmers Market, Inc. 2012 Agreement

I have read and I agree to the terms of the above Agreement. I agree to indemnify and hold harmless the Pearl Farmers Market, Inc., its Board, employees and associates in the event of any alleged or actual loss or damage arising from any actions or neglect of mine or of my employees or assistants.

Business Name:

Sales Tax License No.:

Proprietor Name (CAPS)

Proprietor Signature:

Address:
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Date:Phone:

Email: