

2023 HAMPSTEAD FARMERS' MARKET
REGULATIONS GOVERNING MARKET OPERATIONS

1. The Market shall be known as the Hampstead Farmers' Market and shall be primarily located at 1400 Panther Drive, Hampstead, Maryland 21074.
2. The governing body of the Hampstead Farmers' Market will be the Farmers' Market Advisory Team (hereafter referred to as the "team"). The team will be composed of 1 or 2 market manager(s), 2 market producers, and 2 Hampstead residents, one of whom is also a representative of the Town of Hampstead.
3. The Market shall be open from **8:30 a.m. until 12:00 noon** on Saturdays. The 2023 market will begin on **Saturday, June 3, 2022**, and will end on **September 30, 2022**, for a total of **18** market days. **It is expected that all full season farmers/producers/crafters will attend each market date.** Partial season farmers/producers/crafters (those attending less than 5 market dates) will be considered for participation in the market by the team upon receipt of a request from the vendor. The team reserves the right to refuse all farmers/producers/crafters, both full- and part-season, pursuant to the standards in regulation #4.
4. Participation in the Hampstead Farmers' Market is restricted to bona fide local farmers, growers or producers of related food items, crafts, and ornamental horticulture products, who have been given permission to participate by the market manager(s). **Vendors MUST make, bake, or grow what they sell.** Every application for participation will be evaluated by the manager(s) and the team based on demonstrated quality of product, the responsibility of the prospective participants, available space, and market needs. The decision of the manager(s) and team shall be final.
5. Items allowed for sale shall include, but not be limited to meats, fish, poultry, fruits, vegetables, dried and cut flowers, container plants, berries, eggs, honey, grains, milk, cheese, cider, preserves, baked goods, jewelry, crafts, soaps, raw wool, and spun wool yarn. **ALL PRODUCE, DEFINED AS MUSHROOMS, VEGETABLES, AND FRUITS, OFFERED FOR SALE AT THE HAMPSTEAD FARMERS' MARKET MUST BE 100% GROWN BY THE FARMER/PRODUCER, HAVING SPENT AT LEAST 50% OF ITS LIFE ON THE PRODUCER'S LAND. THE RE-SALE OF PRODUCE IS STRICTLY PROHIBITED.**
6. Sale of **all** food items is subject to approval by the Carroll County Department of Health. The State of Maryland Department of Health and Mental Hygiene prohibits the sale of hermetically sealed "home canned" food, as described in the "Interpretative Memorandum" from the Office of Food Protection and Consumer Health Services, dated August 27, 1992. Baked goods, jams, jellies, preserves, conserves, and fruit butters offered for sale must be prepared and labeled in accordance with the regulations outlined in the referenced "Interpretative Memorandum."
7. **Market participants shall notify the market manager by phone call, text, or email no later than the Thursday night before a Saturday market if they will not be at the Saturday market.** Market participants shall arrive at their assigned market spaces by 7:30 a.m. on Saturday mornings, and shall be cleaned up and departed by 1:00 p.m. **Vendors MUST REMAIN in their spaces until the market closes at 12:00 noon, even if all products have sold out prior to closing time.**

8. Market participants are responsible for obtaining any necessary permits required by the State of Maryland and/or Carroll County for selling their goods.
9. Market participants agree to make their stands and products offered for sale as attractive as possible. Participants shall keep their market space free from refuse during market hours. Sales shall be conducted in an orderly and businesslike manner. No shouting or other objectionable means of soliciting trade will be tolerated. Business banners, business cards, and price signs should be prominently displayed and are required if the vendor participates in any government food subsidy program.
10. At the conclusion of market hours, participants shall remove any remaining food items, trash, and associated sales equipment (tables, chairs, baskets, boxes, bags, tents, etc.) from the site as quickly and efficiently as possible.
11. To cover market, the team has set the following **full-season** fees:

ALL VENDORS	\$ for the first 10'x10' space and \$ for each additional 10'x10' space
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**Please note that the \$ full-season fee amounts to a weekly fee of \$.

12. A **partial-season** fee of \$ per market date per space will be charged to vendors who participate less than **5 (five)** market dates. All space fees collected by the Hampstead Farmers' Market will be used expressly for the promotional and operational expenses of the market. **All vendor fees are nonrefundable. When paid, vendor fees become the property of the HFM, and are used solely to support the operation of the market. Vendor fees may be used for supplies, advertising, entertainment, toilet rental, and other market needs at the sole discretion of the market manager(s) and team. The team members are volunteers and take NO SALARY OR FEES from the Hampstead Farmers' Market.**
13. Full-season participants are expected to attend the market **every** week. Refer to Item #7.
14. The success of the market relies on the momentum built by the active and consistent weekly participation of all farmers/producers, starting with the opening market day in June and lasting through the last market day in September.
15. Each full-season participant shall have a space at the market location, assigned by the market manager(s). However, the manager(s) reserve the right to reassign market spaces as they see fit in the best interest of the market, depending upon the arrival time of each vendor. The size of the market space required by the farmer/producer must be listed on the application/agreement that market participant signs when submitting the annual fee.
16. **Vendor Parking:** Vendors are permitted to park vehicles on the field behind their tents based on the number of tent spaces rented. Example: A vendor renting one space may park one vehicle on the field behind their tent; a vendor renting two spaces may park two vehicles on the field behind their tents, and so on. Vendors who have additional vehicles with product may park those vehicles near their tent on the paved lot adjoining the field.

17. No full- or partial-season participant shall have the right to sub-lease, sell, transfer, or permit any other seller to use their assigned space without prior approval of the team.
18. The market's manager(s)' duties shall include assigning market spaces, inspecting displays, supervising selling practices, collecting fees, and performing whatever additional duties are necessary to ensure the proper operation of the market. Market participants must immediately report any accidents or unusual occurrences to the market manager(s).
19. The Team, or its designee, reserves the right to conduct official on-site inspections of farms or food-producing operations used by market participants.
20. Complaints of a suspected violation of the producer-only rule should be submitted in writing to the market manager(s). The identity of the person submitting the complaint shall be kept confidential. The manager(s) will notify the subject of the complaint as soon as possible to determine what level of investigation is necessary, up to and including a site visit. Farmers/producers refusing to cooperate with a site visit will be permanently removed from the market. Any farmer/producer who is found to have violated the producer-only rule will receive a warning, a temporary suspension, or be permanently removed from the market, depending on the severity of the offense. Any subsequent violation of the producer-only rule will be grounds for permanent removal from the market. Complaint resolution is the responsibility of the market manager(s), who will act upon the complaint immediately following receipt of the complaint. **If violations of the market regulations relating to producer-only violations result in suspension or exclusion from the Hampstead Farmers' Market, no refund of fees will be made.**
21. Market participants are encouraged to accept the Maryland Department of Agriculture's Farmers' Market Nutrition Program (FMNP) coupons, redeemed by the Maryland Department of Agriculture; Carroll County Food Sunday Vouchers, redeemed by the Carroll County Food Sunday program; and NESAP gift certificates with reimbursement through NESAP.
22. The team does not warrant, expressly or by implication, that participants will make a profit.
23. The team specifically denies any responsibility for the quality of the products of the participants.
24. Market participants agree not to practice "distress pricing" on-site at any time during the market season.
25. All flowers must be locally grown by the farm representing the market stand. Fresh flowers must be cut and/or picked within 48 hours of market day.
26. Fruits and vegetables shall be picked within 48 hours of market day to the greatest degree possible and be of the highest possible quality. Sales of wilted or low-quality goods may result in the termination of the farmer/producer's participation in the market.
27. The team may reserve vendor space at the market for fundraising, promotional and civic activities, such as membership drives and sales of tote-bags. Use of funds from market-related product sales shall be strictly limited to meeting market expenses and are not intended for profit by any individual.
28. The team shall promote the market through press releases, posters, flyers, the market's Facebook page, the market's website, www.hampsteadfarmersmarket.com, and other appropriate means at the start of the market season, throughout the market season, and when appropriate afterwards.

29. **No liability insurance is provided by the Hampstead Farmers' Market to participants in the market. It is strongly recommended that all vendors be self-insured.**
30. The Team has the responsibility and authority to direct farmers/producers to comply with the regulations of the Hampstead Farmers' Market. Complaints regarding violation of the regulations, other than the producer-only violations, may be referred verbally or in writing to the market manager(s) for resolution. Penalties for violations may include a warning, temporary suspension, or permanent exclusion from the Hampstead Farmers' Market, depending on the severity of the offense. **If violations of the market regulations or other rules result in suspension or exclusion from the Hampstead Farmers' Market, no refund of fees will be made.**
31. All participants in the market agree to abide by these regulations. The team shall be responsible for enforcing these regulations. The Hampstead Farmers' Market reserves the right to cancel the approval of any vendor's application if or when the Hampstead Farmers' Market finds said farmer/producer in violation of any of the regulations.
32. Booth spaces are available free of charge for team-approved not-for-profit organizations. The market manager(s) should be contacted for information regarding how to obtain a not-for-profit booth space.
33. In the interest of public health and safety, and considering current national trends, **SMOKING AND VAPING WILL NOT BE PERMITTED ON THE MARKET GROUNDS.**
34. **No pets are permitted at the market. Of course, service animals are exempted from this policy.**
35. Since the market is subject to Maryland Health Department regulations, Carroll County Health Department regulations, and any mandates issued by the State of Maryland, which may necessitate changing any or all market regulations at any time due to health and safety concerns, vendors and customers are expected to abide by those regulations.

Revised 1/09/23 (for the 2023 Market season)