

HOT SPRINGS HISTORIC DOWNTOWN FARMERS MARKET, INC. DBA HOT SPRINGS FARMERS' MARKET

Policies and Procedures

Updated: February 6, 2025

The Hot Springs Farmers' Market is a 501c4 nonprofit with a mission to create greater access to fresh, locally grown produce, meats, eggs, homemade baked goods, while also providing a space for small businesses, including local farmers, bakers, crafters, makers, and artists, to regularly reach the community and sell homemade, homegrown, handcrafted products on an ongoing basis. The Hot Springs Farmers' Market is proudly a producer only market requiring all products to be homegrown, homemade, handmade, or handcrafted by the Vendor.

The Historic Downtown Farmers Market Inc. (dba Hot Springs Farmers' Market (HSFM)) Board of Directors serves as the governing body and is responsible for the operations, management, and events at the Market. The rules set out in this document apply to all vendors in addition to guidelines the State of Arkansas has in place and with which all vendors must comply, including the Arkansas Homemade Food Guide, Arkansas Farmers Market Vendor Guidelines, and any other state and/or federal guidelines that pertain to Farmers Markets. The HSFM requires strict compliance with all city, state, and federal guidelines, regulations, laws and ordinances.

General Policies and Procedures:

1. **OPERATIONS:** HSFM operates year-round, rain or shine.

Markets	Market Hours	Vendor Set-up Hours
Main Season May-October	7am-12pm	5:30am-6:30am
Tuesday Market June-August	5pm-7pm	4:30-5pm
Winter Market November-April	9am-12pm	7:30am-8:30am

Vendors are required to stay until the Market is closed.

2. APPLICATIONS:

All vendors who wish to participate in a Market must complete a new application in order to participate in that market. When completing the application, vendors are asked to read, understand and comply with:

- The Hot Springs Farmers' Market Policies and Procedures,
- The FARMERS' MARKET VENDOR GUIDE produced by the Arkansas Department of Health and Arkansas Agriculture Department, and
- The Arkansas Homemade Food Production Guidelines produced by the Arkansas Department of Health.

Vendors must also comply with all state, federal, and city requirements related to the products they sell.

The Vendor must submit a copy of any and all required licenses or certifications related to the products

they sell when submitting their Vendor Application.

Applications will require that the Vendor choose **ONE** Vendor category (Farmer, Value Added, Artisan). See the category definitions below. The category chosen on the Vendor Application must account for 70% of what is on the Vendor's table/brought for sale at the Market. All items are subject to inspection as deemed necessary.

3. Category definitions:

Farmer: Produce, meat, eggs, and plants that are not grown for consumption. A farm visit is required prior to farmer application approval. Visits will be made to each farmer Vendor every other year, or as deemed appropriate by the Board.

Value Added: Baked goods, jams, jellies, honey, pickles or other items prepared for human consumption that do not fall within the Farmer category above. All baked goods should be made "from scratch" using the ingredients listed on the label. All products **must** have proper labeling as described in the Arkansas Homemade Food Production Guidelines. It is the vendor's responsibility to maintain compliance with all guidelines.

This information must be affixed to the item for sale. Producers who do not wish to disclose personal information for safety reasons may request an identification number provided by the Arkansas Department of Agriculture. See the Arkansas Homemade Food Production Guidelines.

Artisan: Original artistic works and handcrafted products including jewelry, clothing, candles, planters, pottery, leather goods, furniture, wooden goods and other similar crafts. Items sold at the Market must be the Vendor's original work.

All Artisans will be required to submit photos with their application and include enough detail so that the Application Committee is able to determine how the products are made into original creations.

All products sold at the market should be of the highest quality and freshness.

4. FOOD TRUCKS: Vendors operating food trucks must maintain all the appropriate licenses and permits to operate a food truck in Hot Springs, Arkansas. A copy of all required licenses and permits must be submitted with the Vendor Application, and must be displayed while at the Market.

5. YOUTH VENDOR SPACES: Youth vendor spaces are available any Saturday year-round for ages 6-17.

Adult supervision is required. Youth vendor spaces may not be shared with other adult vendors (anyone ages 18 and up). Youth vendors may sell at an adult vendor space. All items sold by a participating youth vendor must be 100% home grown, homemade, or hand-crafted by the youth vendor. Youth vendor fees are \$2.00. The adult supervisor must complete the Vendor Application.

6. FEES:

The prices below are for one Vendor Booth for 2025. Space sizes are specified on the market map. The map also indicates whether a space is covered, whether it has electricity and parking.

Season/Day	Location Fee
Main Season (May-October)	Under Pavillion/Breezeway 17.00/day or 390.00/season
Main Season (May-October)	Uncovered 15.00/day or 338.00/season
Tuesday Market (June-August)	All 10.00/day
Winter Market (November-April)	All 10.00/day

The Main Season payment can be paid in two installments. If paying in 2 installments, payments are due on the first Saturday of April, and the first Saturday in July.

Seasonal Vendors are assigned to a reserved space for the entire Main Season (see 7. Reserved Spaces). Vendors paying weekly will be admitted, if space permits, and will be assigned according to the following priorities: NOTE: Farmers who no longer meet the criteria for the Farmers category above will not be eligible to receive the same spot if in a spot designated for Farmers.

- 1) Farmer - produce, meat, eggs
- 2) Farmer - plants not grown for consumption
- 3) Value-added
- 4) Artisans

7. MARKET SIGN-UP AND SPACE ASSIGNMENT:

ALL vendors, including seasonal and weekly vendors who will be participating in the upcoming Saturday market are required to register for the upcoming Saturday market using the Tuesday registration email. They must register / sign up for the upcoming Saturday market, by Thursday at 5 PM.

If a vendor does not register, they will not have a space assigned to them. Vendors who arrive at the Market who did not register and thus were not assigned a space on the map sent out on Friday, will be given the option to set up in an open space, if one is available.

All weekly vendor spaces are assigned by priority of Vendor Category, and time of registration for that week's Market.

Any vendor who signs up but does not show up / participate in the market will be given a verbal warning. After 2 occurrences there will be corrective action at the discretion of the Market Manager.

8. RESERVED SPACES:

Vendors are required to pay for the full season to reserve a space for the Main Season.

- The payment amount for the Main Season is based on location.
- If the vendor fails to pay the second installment by July 1, the vendor will no longer have a reserved space and will be categorized as a weekly vendor for the remainder of the Main Season. The previously reserved space will become a weekly vendor space.

It is the responsibility of the vendor to register each week, be present and on time for the Market. A seasonal vendor will forfeit their reserved space if:

1. **They do not sign up / register for the upcoming Saturday market via the weekly registration email.** If a seasonal vendor arrives and has not registered and their normal reserved space has been assigned to a weekly vendor, the seasonal vendor has the option to accept an alternate open space if available or not attend the Market that day. Any attempt by a seasonal vendor who failed to register to move or block the weekly vendor assigned to what is normally the seasonal Vendor's space will be subject to corrective action at the discretion of the Market Manager.
2. **They do sign up / register for the upcoming Saturday market, but do not arrive on time and do not coordinate regarding schedule issues:**

- Vendors who sign up are expected to attend and must notify the Market Manager on the Market phone (501-385-8176) if they will be late or unable to attend the Market, by 6:00 am, at the latest. If the Market Manager is not notified by 6:00 am that the vendor will be late, the assigned spot will be forfeited.
- 3. **They do sign up / register for the upcoming Saturday market, but do not set up on time:**
 - Vendors must be completely set up 30 minutes prior to the Market opening.
- 4. **The vendor has made arrangements to be late but is not fully set up by the time of market opening.**

It is acceptable for seasonal vendors to not participate in any given market day. They should not register / sign up if they will not be participating in the upcoming market day. However, no refunds will be given to seasonal vendors for weeks they do not attend the Market, or weeks they are unable to have their reserved spot due to any of the reasons above.

9. HSFM Code of Conduct and Grievance Policy

The Hot Springs Farmers' Market) is a community event where many diverse people are gathered to shop and sell. Vendors, their representatives, board members and customers are expected to conduct themselves in a respectful, safe, courteous and harmonious manner with customers, Market staff and with each other.

1. All vendors are expected to be respectful and courteous at all times. Use of profanity is a grievous offense and will not be tolerated.
2. Vendors who use abusive or threatening language, circulate rumors, gossip, or file false or frivolous reports that affect the reputation, integrity, or smooth operation of the market or another vendor will be subject to Corrective Action(s). Physical conflict will result in immediate termination for the remainder of the season with no refund given.
3. Problems arising at Market will be immediately relayed to the Market Manager. The Market Manager will resolve the issue by the end of the market day, or forward it to the Board of Directors. It is at the discretion of the Market Manager to involve the available Board members at Market to resolve a conflict or answer questions that may arise. Consumers may also use the grievance process.
4. Grievances must be submitted in writing on the grievance form and submitted to the Market Manager or to any Board member within two weeks of the incident. The Grievance Committee will review the information and schedule a meeting within a reasonable time frame, allowing Board members, and any involved vendors, ample time to review the material.
5. The safety and actions of minors are the responsibility of the parents/guardians at the market. The parents/guardians are held accountable for minors.
6. The Market Manager and the board of directors have the authority to contact law enforcement to have someone removed from the Market, or contact appropriate emergency personnel for any situation.
7. If Corrective Action(s) are necessary in the grievance process, the action(s) will remain active on the vendor profile for a minimum of one year. Actions are as follows:
 - First Offense: Verbal or written notification
 - Second Offense: Suspension of one market day
 - Third Offense: Permanent removal from the Market
 If the first offense is deemed to be serious enough, permanent

removal will happen with no refund given. If property damage has occurred, restitution will be required.

8. Any vendor given a First Offense corrective action must comply or risk being removed from the Market. All parties to a dispute will receive written notification of the Board of Directors decision.
9. If a vendor accumulates three or more corrective actions in a one-year period, the Board of Directors has the jurisdiction to remove them from Market and/or permanently deny future application for membership.
10. Rules and regulations shall be consistently applied with respect to all vendors, customers and board members. There will be no retaliation of any kind against a vendor, customer or board member for registering complaints under the grievance procedure.

The HSFM seeks to resolve vendor complaints and concerns in a fair and equitable manner. Vendors may utilize the Grievance Form to submit grievances for orderly resolution with freedom from discrimination, coercion, recrimination, restraint or reprisal. The resolution of grievances promotes more effective relationships and is in the best mutual interests of all affected parties. The HSFM Board of Directors has the authority to ensure vendor compliance with all of the Market's rules, regulations and policies and with all the city, state and federal laws governing farmers' markets. Vendors who have concerns about market operations, vendor policies, or other vendors' compliance should submit the HSFM Grievance Policy form to the Market Manager or a board member. They will inform the President of the HSFM of any filed grievances. If a grievance is being filed against a Market Manager, the form should be submitted to the President of the HSFM.

The HSFM Grievance Policy form can be obtained from the Market Manager or from the website. Once completed the form should be emailed to **hdfmgrievance@gmail.com**.

10. GRIEVANCE PROCESS:

Fill out a Grievance Policy form obtained from the Market Manager with as much detail as possible. Attach any documentation or evidence to the form, or email the supporting documentation to the Grievance Committee. After reviewing all of the information, the Committee will interview all parties involved and make a final decision. The final decision, and any resolutions, will be submitted in writing to all parties involved.

11. RESALE / MISREPRESENTATION: Any misrepresentation by the vendor, including but not limited to selling items not grown, made, or crafted by the vendor, will be cause for immediate dismissal. The Board will determine if reapplication for the next season is allowed if the dismissed Vendor chooses to apply again.

12. PROMOTIONAL MERCHANDISE:

Vendors may sell limited promotional merchandise with their logo.

13. CLEAN-UP:

All vendors are responsible for maintaining their space in a clean and orderly manner. This includes cleanup prior to Market and following the Market.

14. SET-UP EQUIPMENT:

HSFM does not provide any set-up equipment or supplies. It is the sole responsibility of the vendor to provide any and all of the items needed to set up and operate their booth. Tents/pop-ups must fit in the designated space and not interfere with other vendors. **Stakes may not be used** due to an underground sprinkler system. Vendors are encouraged to bring and use weights for their pop-up tents.

Vendors MUST have an appropriate and non-obstructive sign with the name of their business/farm displayed for the public.

Descriptive signs about produce, such as “Heirloom,” “White Icicle Radish,” “Picked Today,” or “First of the Season” are encouraged. The sign must be affixed to their booth only. Per Arkansas State and USDA requirements, regulated terms such as “Organic” or “Naturally Grown” are not permitted without official authorized documentation.

15. **PRICING:** Vendors will set their prices and clearly mark them for customers to see. Price fixing is not permitted. Wholesale or multi-level marketing is not permitted at the Hot Springs Farmers Market.

16. **LOST ITEMS:** HSFM and the City of Hot Springs are not responsible for items left by vendors or patrons.

17. **SMOKING POLICY:** The Farmers Market is a smoke free area including pipes, VAPING, cigars and cigarettes. Designated smoking areas are the parking lots to the north and south of the pavilion. outside of the fences or off Market property.

18. **WIC:** The Women Infant & Children Farmers Market Nutrition Program (WIC FMNP) applications are available to farmers interested in participating in the program. Farmers are responsible for obtaining information, forms, and coupon books from the USDA WIC program. Farmers may not accept FMNP coupons without the appropriate stamp and vendor number assigned by the WIC FMNP program.

19. **SNAP:** Supplemental Nutrition Assistance Program (SNAP) is available through the HSFM’s SNAP at the Market program for any vendor selling eligible food products. SNAP is offered year-round. SNAP AND DUFB redeemed will be reimbursed within one week from time tokens are turned into the Market.

20. **DOUBLE-UP FOOD BUCKS** program (DUFB) is available during Main Season ONLY and is not guaranteed as funding is limited through HSFM’s SNAP at the Market Program and is funded by the Arkansas Coalition for Obesity Prevention (availability based on Coalition funding). Any vendor selling fruits and vegetables is eligible to accept DUFB. DUFB Silver Tokens may only be accepted for Fruits and Vegetables.

21. **PET POLICY:** Well-behaved pets may bring well-behaved owners to the Market. Owners must ensure the pets are not aggressive. Any waste must be bagged and disposed of in a proper receptacle, which does not include the Market trash bags.

22. **TAXES:** Vendors are responsible for collecting and remitting all taxes for all transactions and can find the tax rate information under the Vendor Info tab on my fair.

23. **LEGAL:** Vendors are responsible for complying with the HSFM Policies and Procedure and all laws, regulations, guidelines, and ordinances of state, federal, and local entities related to the food industry in Arkansas including Homemade Food Guide; Arkansas Farmers Market Policies
https://healthy.arkansas.gov/wp-content/uploads/Homemade_Food_Guide.pdf

Links to both publications are available online under the Vendor Info tab:
www.hotspringsfarmersmarket.com.

24. **MARKET MANAGER:** The Market Manager will be appointed by the Board of Directors, and will serve as the primary contact for vendors on all operational and procedural questions related to weekly market operations and procedures. The Market Manager will be responsible for weekly email communication with the vendors and will ensure order and positivity during the Market. The Manager is not

25. **MEDIA RELEASE:**

The HSFM has the right to use and disclose vendor names, logos, images, and stories for marketing purposes

26. **COMMUNITY TABLE:** Please email the Market Manager at hsmarketmanager@gmail.com to reserve a community space. No products may be sold from the community spaces. Promotional and educational items may be given away at the Market Manager's discretion.

27. **INCLEMENT WEATHER:**

In the event of winter inclement weather, an announcement will be made Thursday by 5pm and emailed to all Vendors with safety always being the top priority. The Market is a rain or shine event; however, if a storm is threatening the safety of our customers or vendors, we will shut down immediately and allow vendors to pack up unless threat is imminent, at which point the Market Manager will lead everyone to the firehouse and remain until the severe threat has past and, if needed, or if time is allowed.

28. **BRAND and LOGO:**

HSFM grants vendors license to use the HSFM logo for vendor marketing. This licensure is only permitted so long as the Vendor remains active at the Market.

29. **ACKNOWLEDGEMENTS:**

The HSFM Board or Management makes no guarantees about sales or traffic. It is the sole responsibility of the Vendor to ensure and maintain compliance with all rules, regulations, laws, guidelines and restrictions from the United States government, the State of Arkansas, and City of Hot Springs, and Garland County. The State of Arkansas has two primary documents that govern Markets: Homemade Food Guide and the Arkansas Vendor Guidelines, in addition to any and all FDA and USDA regulations and guidelines ensuring proper handling and storage practices are maintained, which should be well-known to the vendor prior to coming selling at the HSFM. The vendor agrees that they have read and understand and acknowledge all rules, policies and procedures, and guidelines laid out in this document and further agrees to remain compliant with the rules as stated or face corrective action.

30. **INDEMNIFICATION:**

The vendor shall indemnify and hold harmless the City of Hot Springs, the Hot Springs Farmers' Market Board, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, performing services, work or activities at or in relation to the Hot Springs Farmers' Market and associated events.