

**Historic Downtown Liberty Farmers' Market**  
**2019 Rules and Regulations**  
HDLI Board Approved 12/12/2018

**PRIMARY GOALS OF THIS FARMERS' MARKET**

- To be a profitable outlet for the farmers who sell there.
- To increase the number of customers in the downtown business district, providing additional opportunities for downtown businesses to interact and attract customers.
- To provide a predictable, ample selection and variety of high quality fresh, locally-grown produce for market guests.

**RULES APPLICABLE TO ALL VENDORS AND PRODUCTS**

1. Each vendor will provide a certificate of insurance showing ownership of a general liability policy. A Certificate of Insurance will be submitted with the application.
2. Farmer members are encouraged to sell only agriculture produce grown by themselves on farms within a 110 mile radius from Downtown Liberty. Produce may be purchased for resale; however it must be grown by another farmer within a 110 mile radius from Downtown Liberty. The buyer/re-seller must take responsibility for the quality and safety of the purchased produce, must separate it from their own locally-grown produce and must label it as “resale” on the price placard. The source of products must be made available upon request of market leadership or Farmers' Market guests. Failure to provide legitimacy may result in discontinuation of the questioned product’s sale.
3. **A vendor’s resale produce items must not exceed 25% of produce items being sold on any given market day. Vendors must display signs stating that the items are ‘resale’ and include the origin farm and farm city and state.**
4. All vendors must agree to and be willing to assist in the inspection of their farms or craft construction area by management representatives of the Farmers' Market.
5. All vendors are required to display a clearly visible sign with their name, the name of their farm and the city and state location of their farm.
6. Farmers who sell “100% Grown Local, By Us” will be able to display a vendor-produced sign that makes that claim.
7. Farmers are permitted to sell fresh fruits and vegetables, plants and trees, fresh and dried flowers, herbs, nuts. Sellers of meats, eggs, baked goods, honey, cider or any other food

items and must provide to the Market Manager in advance with relevant state and county health permits.

8. Sampling/Health regulations: Vendors shall abide by the Clay County Health Department (CCHD) regulations and adhere to safe food handling practices in regard to the preparation, handling and presentation of all food and items for sale. No sampling of product is allowed until the appropriate permit is obtained from the CCHD. If you have any questions please contact CCHD.
9. Artisan vendors from within the 100 mile radius are permitted to be members of the market with the same space rental rates and space dimensions as farmers. The total number of artisan vendors allowed to participate in the market will be limited to 15% or less of total vendors. The products they offer must be original, handmade objects produced by them. The products to be offered must go through an application process with item inspection by the Market Manager or a designated artisan advisor before acceptance to be a member of the market. Purchase for re-sale is not permitted. Artisan items made by farmer producer members may be sold in their produce spaces and are subject to the same approval process as listed above.
10. A single rental parking space will be considered one ten (10) feet wide by ten (10) feet long tent space. Rental spaces are not transferable. A vendor may rent a maximum of four spaces per business entity during the 2018 season. Spaces not used revert to the market to be re-assigned at the discretion of the Market Manager. All spaces must be covered. Spaces will be assigned by the market manager. Market stalls are limited to the inside of the square only as shown below. Vendor tents and any vehicles parked behind must be within the parking line as required by Liberty fire code. No vendor parked behind their tent can have ANY part of a vehicle extending beyond the parking lines. Initials: \_\_\_\_\_  
*\*There may be times when a vehicle is parked in your space upon arrival to the market. We will do what we can to resolve the problem. If the vehicle owner cannot be located we will make accommodations accordingly.*

**\*PLEASE SEE THE LAST PAGE FOR A MAP OF THE SQUARE**

11. Vehicles of market vendors, other than those in rented spaces, must be parked away from the Court House Square to allow the maximum amount of parking space for customers.
12. The operator of the market is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded.
13. All vendors are required to display the bulk of their merchandise on tables with prices clearly marked for each item available for sale.

14. All vendors are responsible for collecting and remitting any applicable local and/or State of Missouri sales taxes. Vendors are required to comply with the Missouri State Sales tax law. All vendors must submit a copy of a Sales Tax ID numbers if applicable.
15. The official market hours are 7:00 a.m. to 12:00 p.m. each Saturday beginning the first Saturday in May through the last Saturday in September (October hours 8am to noon), with exclusion of the Saturday of the Liberty Fall Festival.
16. Vendors are expected to be set up and ready to begin selling by 7 a.m. and begin to close at noon. All members should be departed from the designated Farmers' Market area by 1 p.m. **All vendors must sweep up their areas before leaving and assist in cleaning the common area used for the market.** Vendors must not discard refuse of any kind in or around trash receptacles.
17. A limited number of spaces will be made available to vendors interested in the Liberty Fall Festival (Friday, September 28<sup>th</sup> and Saturday, September 29<sup>th</sup>, 2019). Those interested in participating in the festivals should contact The Liberty Area Chamber of Commerce early in the season to express their interest. Space assignments of festival days will be made based on availability and product(s) being offered. Liberty Fall Festival management, not the market manager, assigns and manages these spaces.

Liberty Area Chamber of Commerce:  
1170 W. Kansas Street, Ste. H  
Liberty, MO 64068  
[info@libertyfallfest.com](mailto:info@libertyfallfest.com)  
816-781-5200

18. All vendors will abide by the market management's decisions regarding the enforcement of the Rules and Regulations. Vendors who fail to abide by these Rules and Regulations shall be excluded from selling at the Farmers' Market.
19. **Vendors of the Liberty Farmers' Market will not be allowed to purchase or participate in the EBT Double Up Food Bucks program.**

## **RULES AND REGULATIONS FOR SALE OF SPECIFIC PRODUCTS**

### **BAKERY GOODS:**

- (a) To sell bakery goods, you must be an "Approved Source" by the CCHD. That means you must bake your goods in an establishment or facility that is permitted and inspected by the CCHD or other regulatory authority.

- (b) The vendor may not sell items made from purchased pre-made dough, batters, crusts or dry ingredient mixes. For example, the shortening (fats and oils), the leavening and the salt must be added by the vendor to comply with this rule.
- (c) The vendor may use pre-made frostings and fillings, but if the vendor does so, the vendor must prominently post for the customer the fact that pre-made frosting and/or fillings have been used.
- (d) The vendor must keep all recipes on file and must be able to produce them at an in-house inspection.
- (e) If made from 2 or more ingredients, a list of ingredients in descending order of predominance by weight, including a declaration of artificial color or flavor and chemical preservatives, if contained in the food must be printed on the label of the final product being sold to the end consumer.
- (f) Label must also include the common name of the food, the name and place of business of the manufacturer, list of major food allergens contained in the food, if not named in the ingredients and an accurate declaration of the quantity.

#### RAW FRUITS AND VEGETABLES:

- (a) Must not be processed or adulterated. Vendors may sell a mixed bag of produce or vegetables, but may not process, including chopping or shredding the fruits or vegetables without a processing license and approved processing procedures.
- (b) No slicing or sampling unless a Temporary Food Establishment permit is obtained.

#### JAMS, JELLIES & HONEY

- (a) Labeling rules listed above (BAKERY GOODS) apply to the sale of Jams, Jellies and Honey.
- (b) MO statute exempts inspection if annual sales are less than \$30,000.
- (c) A "Placard" must be clearly visible informing the consumer at the point of purchase that the food is prepared in a kitchen that is not subject to regulation and inspection by the Clay County Health Department.

#### EGGS:

- (a) An egg license is required from the Missouri Department of Agriculture.
- (b) Eggs must be maintained at a temperature of 45 degrees or less.

- (c) Eggs should be in cartons that contain the same name and address of the producer.

#### MEAT AND POULTRY:

- (a) Labeling rules listed above (BAKERY GOODS) apply to the sales of meat and poultry.
- (b) All meat and poultry must be USDA inspected and/or approved by the Missouri Department of Agriculture.
- (c) A mechanical freezer is required to store the meat and poultry. All meat and poultry must be kept frozen.
- (d) A Temporary Food Establishment Permit is required to sell meat and poultry.

#### MILK (UNPASTEURIZED):

- (a) Milk may be sold at dairy only.
- (b) Sales at the Farmers' Market is prohibited.

#### **MARKET OPERATION, VIOLATIONS AND APPEAL PROCEDURES**

- (a) The Historic Downtown Liberty Farmers Market will operate as a standing team within the Historic Downtown Liberty, Inc. (HDLI) organization.
- (b) A seven-member Market Team, comprised of farmers market vendors, local business representatives, community members and the Market Manager will provide advice and recommendations for operation of the market to the HDLI Executive Board.
- (c) A Market Manager, who will report to the HDLI Executive Director, will be selected to represent and manage the market. The market manager will be responsible for enforcing compliance of the Market Rules and Regulations and will assist in day-to-day operation of the market.
- (d) A vendor, Market consumer or the Market Manager may submit to the HDLI Program Director or a member of the HDLI Executive Board, a signed written complaint against a vendor where there is cause to believe a violation of the Market Rules and Regulations exists. The identity of the complainant will not be revealed to the market vendors. The Market Manager will conduct an initial investigation of the complaint. The investigation will include an attempt to obtain detailed information from the complainant, the alleged violator and other witnesses before a determination is made of whether a violation has occurred. For an immediately correctable violation, violators will be given oral warning indicating the offense and requesting compliance with market Rules and Regulations. The Market Manager will record the issuance of the

warning. If the problem is not corrected by the following market day, the Market Manager will issue a written warning. If a product legitimacy violation occurs, arrangements will be made for a farm inspection within the next week.

- (e) A vendor may appeal the Market Manager’s decision to the HDLI Executive Board in writing. Pending review, the vendor may be prohibited from selling in the market. The Executive Board shall begin to hear the appeal within 14 days of the exclusion of the vendor from the Market.
- (f) Rules and Regulations of the market may be changed during the year based on the recommendations of the Farmers’ Market Team arising from circumstances unforeseen at the time of the creation of this document.
- (g) 2019 fees for participation in the market will be paid using the following schedule:

**Per space fees** will be charged as follows (non-refundable):

<b>Annual per space fee*</b>	<b>\$312.00 (12.00/week)</b>
<b>Early bird Discount (Pay by April 1) (Includes a 10% discount per space fee)</b>	<b>\$280.00 per space fee</b>
Monthly per space fee	\$100.00 (25.00/week)
Daily per space fee	\$35.00

\*Annual fee only available *prior* to opening day of the Farmers’ Market on Saturday, May 4, 2019. Monthly and daily fees are only applicable after that date.

- (h) If for any reason, the Market Manager asks a vendor to leave the market; their fee is non-refundable. If something happens beyond the vendor’s control and they have to leave the market, fees are refunded but prorated through the date the vendor leaves the market.

***By signing below, I agree that I have read and understand the 2019 Rules and Regulations for the Historic Downtown Liberty Farmers’ Market. All business owners must sign below and initial all pages of these rules and regulations before an application is considered complete. Return this signed document with your completed application.***

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

