



WESTPORT PLAZA FARMERS' MARKET

The Westport Plaza Farmers' Market welcomes applications from growers as well as craft/value-added product vendors who use sustainable practices to grow, raise, or produce their products.

To apply, complete the form below and return to:

freelingd@yahoo.com

Or mail the completed application to:

2140 Bristow, Kansas City, KS 66103

For more information, contact:

Jessica Ratcliff (816-507-8698) or Dave Bennett (913-461-9151)

VENDOR APPLICATION

Vendor Name: _____

Phone: _____

Contact Person: _____ **Email:** _____

Address: _____ **Web site:** _____

No. spaces requested (each space is 10' x 10'): _____

Would you want to participate in the Beans & Greens/SNAP Program — Check box for either “yes” or “no” (requires sales tax license): Yes No

Describe the items you will be bringing to the market:

Production Practices/Sources:

In the space below, please describe either your growing practices (for growers) or your product sources (for craft and value-added producers)

References (Please provide at least two references with contact information who can attest to your production practices/sources):

1. _____
2. _____
3. _____

continued...

FARMER'S PLEDGE

To further enable consumers to identify the farms they want to support with their food dollars, The Westport Plaza Farmers' Market has established a Farmer's Pledge, separate and distinct from USDA Certified Organic. Farmers and market gardeners who adhere to the following pledge have signed an affidavit that they display for customers and neighbors to view. This pledge is based on the integrity of the farmer/gardener. Those who sign this pledge agree that consumers may inspect, by appointment, their farm/garden to judge the truthfulness of this statement.

This pledge arises from the expressed need of sustainable growers to redefine the word "organic" as used by the USDA, and those certified farmers who want to pledge to an additional philosophical statement about their growing practices.

WE PLEDGE THAT, IN OUR FARMING, PROCESSING, AND MARKETING, WE WILL:

- Reject the use of synthetic insecticides, herbicides, fungicides, and fertilizers;
- Reject the use of GMOs, chemically treated seeds, synthetic toxic materials, irradiation, and sewage sludge;
- Treat livestock humanely by providing pasture for ruminants, access to outdoors and fresh air for all livestock, banning cruel alterations, and using no hormones or antibiotics in feed;
- Support agricultural markets and infrastructures that enable small farms to thrive;
- Maintain and build healthy soils by farming practices

- that include rotating crops annually, using compost cover crops, green manures, and reducing tillage;
- Conserve natural resources by reducing erosion and pollution of air, soil and water through responsible farming practices;
- Maximize the nutritional value of food and feed by practicing careful post harvest handling;
- Practice minimal processing for all food products to preserve the natural nutritional value of food: NO use of irradiation, ultra-pasteurization, excessive heat, synthetic preservatives, or GMO processing agents or additives;
- Reduce the ecological footprint of farms and homes by limiting energy use and converting to renewable sources of energy;
- Reduce food miles by selling produce locally and regionally;
- Create beneficial habitat for wildlife and encourage biodiversity;
- Help preserve farmland and farming know-how;
- Ensure food safety by using potable water for washing crops;
- Handle raw manure and soil amendments with care;
- Use ethical business practices;
- Pay a living wage to all farm workers and acknowledge their freedom of association and their right to collective bargaining;
- Treat family members and farm workers with respect, and ensure their safety on the farm;
- Work in cooperation with other farmers and with the neighboring community to create a more sustainable way of life;
- Sustain the land in healthy condition for future generations.

Agreement:

Your signature below indicates that you have read and agree to of the Westport Plaza Farmers' Market Bylaws and Rules and Regulations (see following three pages) as well as the Farmer's Pledge. Fees for the 2011 Season are as follows (10 foot x 10 foot booth):

- \$175 for full, 24-week season participation (payable by May 11). (**Note:** those who fail to participate more than 25% of the time will not be invited to return.)
- \$15/week for occasional participation (payable each week; requires notification of intent to participate and what will be available for sale sent to freelingd@yahoo.com by the Saturday prior to the Wednesday market.

I pledge to follow the principles and practices described in the Farmers' Pledge, and to follow the By-Laws and Regulations of the Westport Plaza Farmers' Market.

Signature (or typed name if completed electronically)

Date

WESTPORT PLAZA FARMERS' MARKET 2011

BYLAWS

Mission Statement - Provide healthy, fresh, locally and sustainably-grown produce and farm meats, eggs, and dairy. Provide a venue for local artisans to sell their works.

Officers – Market Managers – Dave Bennett and Jessica Ratcliff; Treasurer, Sherri Harvel

Market Dates- Every Wednesday from 4:30-7:30 pm (set up at 3:30), May 4- October 12, 2011.

Meetings – Three meetings per year – one preseason, one midwinter and the other at the close of the season. Special meetings as needed.

RULES AND REGULATIONS

Decision-making

Majority rules — Decisions for market are made collectively by the Vendors and Officers, with the majority vote ruling. Some decisions may be made by appointed committee, when appropriate.

Vendors

Vendor Application — All farmers, artists, artisans and other vendors must submit a completed application and receive approval before vending. An application is attached to these bylaws.

Who May Sell

Farmers — Farm products must be sustainably grown from farms located within 120 miles of the market.

At the Westport Plaza Farmers' Market, the maker is the seller! Except for reasonable breaks throughout the day, the artist or crafter must be present. The only other persons permitted to sell are partners who actually participate in the making of the created art.

All farmers and growers may sell only products that they have grown or raised themselves. All farmers and growers must sign and adhere to Our Farmer's Pledge as a part of their application. All produce must be locally or regionally grown.

A Vendor may consign other LOCAL products at their stall, if ALL of the following apply:

- The consigned product is not already available from other vendors at the market

- The consigned product is no more than 25% (by volume or sales) of all other products being sold
- The goods are pre-approved by the Market Officers
- The goods are produced or grown locally, within 120 miles of Kansas City

Community Supported Agriculture — CSAs may distribute their shares at the Westport Plaza Farmers' Market. The same vendor fees apply. Goods distributed must be local and produced by the CSA. All other Rules and Regulations apply.

Sustainable Products Producers — Non-farm products (eg, soaps) must be made by the seller and may consist only of sustainable and/or certified organic products/ingredients.

Artists and Crafters — Defined as more than 50% of products for sale. Work must be hand created, and only the artisans displaying their own work may participate. All work must be appropriate for an open Market. Market space is limited to a 10% Craft vendor ratio at this time. This will remain unless special permission is granted by the Market Manager.

Not-for-Profit Groups/Organizations — Westport Plaza Farmers' Market provides spaces no charge to Not for Profit Groups/Organizations for the purpose of fundraising or to promote awareness of their group. The Group/Organization must provide information literature of proof of the Group's/Organization's not-for-profit status to determine placement for the day.

The Market Manager reserves the right to refuse placement to any Group/Organization. Every Group/Organization must reserve a space by 5:00 pm the day before the Market Day and must check in with the Market Manager prior to setup. Groups/Organizations not receiving permission before setup may be asked to leave the Market.

Entertainment — This classification refers to performers, entertainers, musicians, or artists who perform or use their talent as a service. Westport Plaza Farmers' Market encourages this type of entertainment to enhance the overall atmosphere of the Market.

All performers are subject to the Westport Plaza Farmers' Market Rules and Regulations just as any other Vendor.

Performers will be paid \$25.00 from the Market funds. They may also accept tips and sell their CDs at Market.

Service Vendors — All Vendors wanting to sell a service, provide a service or generate customer leads will be considered on an individual basis for placement.

Literature, etc.

All groups or individuals wishing to distribute literature, register individuals, take surveys or fill out questionnaires must have permission from the Market Manager prior to setup. Any group or individual engaged in this type of activity without prior approval will be asked to leave the Market area.

Fees

1. condition 1 - \$175.00 a year for a 10 foot stall and must be paid by May 11th of market season.
2. condition 2- \$15.00 weekly for 10 foot stall

For those committing to the full season, we ask for attendance of at least 18 weeks of the market to ensure continuity. Those who fail to comply with this commitment will not be renewed the following season unless the attendance issue has been the result of a medical condition.

All reservations and daily fees are established by the Market Manager and are subject to change yearly.

Opening and Closing Hours

Market hours are 4:30-7:30 pm. Vendor must allow the appropriate amount of time needed to set up and position their vehicle before market starts.

Stalls and Reservations

1. All reservations and daily fees are established by the Market Board and are subject to change without notice.
2. Exhibit space – a stall constitutes 10 ft wide and may include a vehicle, from which products are distributed. A half stall is 5 ft x 10 ft, without a vehicle.
3. Vendors may only sell within the Westport Plaza Farmers' Market stall boundaries as designated by the Market Manager.
4. No Vendor shall have the right to assign, sublet or sell his/her reserved stall to another person or firm under and circumstances.

5. No Vendor may erect a facility upon the Market premises without the approval of the Property Owner and the Market Manager.
6. If a Vendor wishes to designate a person to represent him/her in his/her rented space, prior written approval must be obtained from the Market Manager.
7. All Vendors of the Market shall remove any vehicle, item, or property upon the direction of the Market Manager.
8. The Market Manager strongly urges the attractive design and display of Vendor's goods. The Market Manager reserves the right to review, or to have displays or goods replaced.

Legal Requirements

1. All Vendors must comply with all City ordinances, regulations and rules together with State and Federal laws relating to the Westport Plaza Farmers' Market and the Vendor's business conducted in the Westport Plaza Farmers' Market. Failure to abide by ordinance, laws and regulations may be basis for eviction
2. Each Vendor agrees to all City, County, State, and Federal laws and regulations and will immediately remove from the Market items which are judged by Health Officers or Market Manager to be unfit for human consumption, or items considered unlawful by Law Enforcement Agencies.
3. Each Vendor must apply for and obtain all licenses, permits, insurance, and any other documents which are required to do business at the Westport Plaza Farmers' Market, which are required by Market Manager, City, County, State, or Federal regulations.
4. The Westport Plaza Farmers' Market Manager and any of their agents are hereby released of any responsibility or liability for loss or damage to merchandise while it is being stored in the Market location.
5. The Vendor certifies that said Vendor carries insurance coverage in the amount required by the State of Missouri for any and all vehicles driven into or on the Westport Plaza Farmers' Market premises. The Vendor will, upon request, provide Market Manager a certificate of said insurance. The Vendor will carry adequate and appropriate

insurance to conduct business in the State of Missouri.

6. The Vendor will comply with the laws and regulations concerning equal opportunity and nondiscrimination; and will refrain from making any disparaging remarks to any member of the public.
7. Vendor shall indemnify, defend and save harmless the Westport Plaza Farmers' Market, Immanuel Lutheran Church, its members, managers and volunteers from and against any liability, claims, demands, costs, expenses, property damage, personal injury, bodily injury or death (including attorney's fees), and causes of action of any kind arising out of or connected in whole or part with Vendor's use or occupancy of premises designated for the Farmers Market or of Vendor's partners, employees, customers, invitees, contractors or subcontractors, in connection with such use or occupancy.

Behavior

1. No Vendor will do any act or use any language that appears to be intended to insult the Westport Plaza Farmers' Market, another Vendor or shopper, or to intimidate a shopper into purchasing the product that is his/hers.
2. Persons who circulate false reports tending to upset or destroy the operations of the Market or that may cause upset or damage in loss in prices shall be subject to expulsion from the Market.
3. Persons causing damage to Market property shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to, buildings, grounds, fences, gates, vehicles and any other property used and/or operated by the Market.
4. The Market Manager has the authority to deny any person the privilege of operating at the Westport Plaza Farmers' Market who, in the Manager's judgment, is using methods that are detrimental to attendance at the Market, or contrary to the Market's policies or standards.
5. No person will deface or do damage to buildings, pavement or other physical equipment of the Market. Vendors will be responsible to the Market Manager for the repair or replacement of any property that may

be damaged in or about the Westport Plaza Farmers' Market as a result of the Vendor's use of the Market for the operation of the Vendor's business.

6. The Market Manager has the authority to command from the Market any person gambling or under the influence of intoxicants or exhibiting disorderly conduct. The consumption of alcoholic beverages in the Westport Plaza Farmers' Market is strictly prohibited.
7. In order to effectuate these rules of the Westport Plaza Farmers' Market, all renters, Vendors, merchants, and users of the Westport Plaza Farmers' Market are responsible for the action of their employees.

Vehicles

1. Strict compliance with all designated parking and traffic regulations will be required.
2. At this time there will be vehicles allowed to remain in the Market area, as long as they do not obstruct the movement of customers through the market space.
3. No display stand or vehicle is to extend beyond the designated stall boundary lines.
4. Every person operating a vehicle on the property of the Market shall drive such vehicle in a careful and prudent manner and at a rate of speed so as not to endanger the property of another or do physical harm to any person. All parking signs, speed limit signs and other posted signs shall be observed. Vendors shall not interfere with pedestrian traffic to or from or within the Market area. Neither can Vendors interfere with the business of other Vendors or other Market tenants.

Materials and Merchandise

1. The Market is not obligated to provide trash bins for the Vendors.
2. At the close of the business day, the Vendor is required to clean the area assigned for that day and remove all refuse. Said Vendor will haul his own trash away from the Market. Any Vendor who fails to do so will be charged a clean up fee of \$50.00 that must be paid before a stall is rented to him/her again.
3. Upon completion of the selling any load of merchandise transported to the

Market, each Vendor must immediately remove his/her vehicle or setup from the Market stall. The Market Manager reserves the right to re-rent the stall for the remainder of that selling day.

4. It is the responsibility of the Vendor to warrant, refund or exchange merchandise that is deemed unsatisfactory. Upon receipt of three complaints concerning the same Vendor, the Market Manager may cancel Market privileges to the offending Vendor. For each complaint a warning will be issued to the offending Vendor and upon the issuance of the third warning, selling privileges will be canceled.
5. Merchandise, stock, and other Vendor property will not be placed, stored, cleaned or processed in unoccupied stalls or common areas of the Market without permission of the Market Manager. Unauthorized items found in these areas will be disposed of by the Market Manager at the expense of the Vendor.
6. Vendors will not allow seepage or leakage of water or fluids from their stands into the aisles or common areas.
7. Any Vendor, merchant renter, or user of space in the Westport Plaza Farmers' Market must keep his immediate premises clean, sanitary and orderly. Persistent failure to carry out the Market Manager's orders in this respect will constitute just and sufficient cause for the revocation of the Vendor's space(s).
8. Market Vendors must confine the piling and display of produce to the space leased by them.
9. Hawking is permitted, but bullhorns or other audio equipment are prohibited.
10. The sale of used merchandise is prohibited.
11. The display or sale of obscene or unlawful merchandise as judged by Market Manager or local officials are prohibited.
12. No Vendor is permitted to sell soft drinks or prepared food for consumption at the Westport Plaza Farmers' Market.

Health and Safety

1. The Market Manager may require that all produce sorted out as culls or otherwise considered of no commercial value shall be placed in containers and destroyed or removed from the Mar-

ket premises. The disposition of such product(s) will be the responsibility of the person or firm who brought the product(s) to the Market.

2. Vendors should display food related or produce goods on well constructed, maintained and clean tabletops and/or shelves. These items should be fully covered by presentable table coverings. Produce or other food related products must be displayed or stored off the floor.
3. No pets are allowed without permission of the Market Manager.
4. The use of any spark, flame or fire-producing device is prohibited in the Westport Plaza Farmers' Market without the Market Manager's written permission.
5. No person may sell produce which is unsound or unwholesome or which fails to meet the standard or requirements of Federal, State or local laws and regulations. All Market vendors will obey all Missouri regulatory, sanitation, or other legal requirements. In no case will produce that contains a total of more than 10% decay, shriveling and/or blemishes be offered for sale.
6. The Market Manager may inspect or cause inspections that may be necessary; and may prohibit the sale of any produce that does not conform to legal and stated Market standards. Upon violation, the Market Manager has the authority to deny any person the privilege of operation at the Market.

Pricing

1. No buyer or seller in the Westport Plaza Farmers' Market may enter into any price agreement or join any organization for the purpose of raising, lowering, or fixing abnormal or artificial prices of products in the Westport Plaza Farmers' Market; or for the purpose of keeping products on the market or for the purpose of keeping products off the market; and no person (including Westport Plaza Farmers' Market employees) may assist others in any way to accomplish this purpose. Any Vendor practicing price strategy and causing Market upset and loss in prices, and judged by the Market Manager to be participating in deliberate "throat cutting" is strictly prohibited. Such practices will be subject to immediate expulsion.

2. Fraudulent, dishonest and deceptive practices carried out at the Westport Plaza Farmers' Market will be punishable by cancellation of selling privilege in or at the Westport Plaza Farmers' Market.
3. Vendors at or in the Westport Plaza Farmers' Market must not approach a Buyer for the purpose of making a sale while said Buyer is in conversation with another Vendor.
4. No Vendor can use "false pack." False pack, as used herein, means the topping or facing of containers with the best products exposed and poor products concealed underneath.
5. No employee of the Westport Plaza Farmers' Market is allowed to accept any gratuity from Vendors.

Produce/Meat/Eggs

The following regulations reflect a commonsense approach to the display and sale of produce, meats and eggs at the Westport Plaza Farmers' Market. Failure to adhere to these regulations may result in the loss of selling privileges at the Market.

Meats & Poultry — Meats must be kept at 45°F or below at all times. Frozen meats are to be kept frozen at all times with no evidence of thawing. Meat and poultry must be sold in a manner consistent with health department requirements

Eggs — Eggs must be kept at 45° F or below at all times. Eggs must be sold in a manner consistent with health department requirements.

Food Products/Canned Products — Products must be designed, produced, and finished by the seller. Products must be an asset to the Market. Product must be safe and exhibit good quality. Product must fit into and enhance the declared theme of the producer.

Products must be sold in a manner consistent with health department requirements.

Labeling — Canned foods should be labeled indicating who made it, what it is, what's in it, and the location where it was produced. Signage can be given by trays in cases of large number of goods.