



Harvest Home Farmer's Market, Inc  
Rules And Operating Procedures  
Update: March 7, 2024

## HARVEST HOME MARKET RULES AND OPERATING PROCEDURES

Harvest Home Farmers' Market ("HHFM") is a New York City ("NYC") non-profit organization dedicated to increasing access to local, farm-fresh produce; educating the public about health and nutrition; supporting regional agriculture; and providing job opportunities during the market season.

*Definition: The term "Merchant" refers to Farmers and Non-farmers alike, and the term "Vendor" will specifically refer to non-farmers.*

### I. GENERAL

- a) HHFM is solely responsible for the management of its various market locations. The stall rent, length of season, hours of operation, and market rules and operating procedures are determined by HHFM and are not negotiable.
- b) Businesses that have been approved to sell at HHFM markets are described in these Rules as "merchants". The term "merchant" includes the spouse, siblings, children, parents, and employees of the merchant who assist in the cultivation of the same property listed in the merchant's initial application under the heading "Business Name."
- c) A "Seasonal Merchant" is a Merchant who applies to sell at the market(s) **for the entire season** (June - November).
- d) A "Daily Merchant" is a Merchant who applies to sell at the market(s) on a weekly, bi-weekly, or monthly basis.
- e) "Site Coordinators" are individuals employed by HHFM who are present on market days to supervise the market, collect daily fees, assign market stalls, and perform other duties as assigned by HHFM. Site Coordinators are responsible to HHFM and will report any violations of these Rules to HHFM management. The Site Coordinator will be the final authority on the market day, but all decisions may be appealed to HHFM management for later re-consideration.

### II. INSURANCE, PERMITS, AND TAXES

- a) Merchants must provide proof of General Liability coverage in the amount of \$1 million and must name HHFM as an additional insured. Insurance requirements differ by market location: please see the Application Instructions for details. A certificate of insurance must remain on file with HHFM. Vendor insurance requirements will be assessed based on product line. Vendors may be asked to provide proof of additional coverage.
- b) HHFM is not responsible for product liability or the payment of sales taxes for individual merchants. Each merchant must provide proof of sales tax status (tax number) on its application form. Merchants selling taxable edible and non-edible products, including wine and plant materials, must register with New York State Sales Tax Registration and display the registration number at the market.
- c) Merchants are responsible for compliance with all laws, ordinances, and regulations of the United States, the State of New York ("NYS"), the City of New York and the NYC Department of Health and Mental Hygiene, the NYS Department of Agriculture and Markets, the US Food and Drug Administration (FDA), the United States Department of Agriculture, and any applicable Human Rights

and Labor laws. Merchants must provide copies to HHFM of all licenses and/or permits applicable to the types of products to be sold, e.g., Board of Health permits, nursery license etc.

- d) Department of Finance Registrations. Merchants must file all necessary tax forms, including but not limited to those required by the New York City and the New York State Departments of Finance.

### III. WHAT MAY BE SOLD

- a) Merchants may sell only their own products. The resale of items purchased by the merchant is not permitted, with the limited exception of some value-added agricultural products, as described below. Items grown or produced at a location not listed on a merchant's application may not be sold.
- b) Merchants may not sell genetically modified produce. This prohibition includes produce grown from any plant material that is the product of cell fusion, recombinant DNA technology, or other similar technology. This prohibition excludes exclusively traditional methods, such as breeding or tissue culture. The purpose of HHFM is to eliminate ingredients from Value added Agricultural Products sold at market that are not good for human health and do not support the HHFM mission.
- c) Raw Agricultural Products: This category includes fruits, vegetables, grains, herbs, flowers, bedding plants and potted plants.
- d) Value-added Agricultural Products: This category includes products made of raw agricultural products that have been processed. Examples are jams and jellies, salsas, oils, vinegars, baked goods, cider, molasses, ice cream, pickled nuts, etc., and similar processed products that may not be covered by other HHFM rules. Merchants of value-added products must abide by all applicable federal, state, and local health and label regulations. The value-added product must contain significant/meaningful material grown, produced, or sourced from a local farmer or merchant. If value-added products would be enhanced by additional items such as condiments, bread products, fruits or vegetables, etc., every effort should be made to obtain the additional items locally, preferably from other HHFM merchants or local growers and merchants. The Merchant must complete the Application for specific value-added items and send it to HHFM for review at least three weeks prior to the selling date. Approval for one specific value-added item does not grant approval for additional items.
- e) Non-agricultural Products: This category includes farm, garden, or food-related crafts and value-added agricultural products made without raw agricultural products grown by the merchant. Examples include: baked goods, arts, handmade soap, and similar items. The merchant selling them must have created these items. These products are admitted at the discretion of HHFM. Any stall with greater than 20 percent non-agricultural products on display at the market will be asked to remove the products from the table. Merchants selling Plants and flowers must start bedding, potting plants, and flowers either from seed, cell pack, bulbs, cutting, or plugs or received dormant (e.g., azaleas, hydrangeas, and roses). Merchants must plant or repot all plant material. Ensure that plants are well-established with good root systems and are free of disease. Repotted plants must be well rooted to the next size container.
- f) Meat and Other Animal Products: This category includes meats, poultry, milk, cheese, eggs, farm-raised fish, honey, wool, leather, and other products derived from animals. All slaughter animals shall be in the merchant's immediate custody, care and control a minimum of 50 percent of the animal's life at time of slaughter. Merchants must abide by all applicable federal, state, and local regulations and inspection regimes. In addition, they must adhere to federal or state guidelines on all labels. All animals sold as cut meat at the farmers' market should come from a known source;

no resale of trader or sale barn livestock and no livestock from any condemned or "for slaughter only" herds shall be sold in any form. No live animals are to be sold at the market. No live animals will be displayed without a week's advance permission from the management. Animals will be displayed no closer than 20 feet from food products.

- g) Samples: Samples can be cut or opened for displays at the market if properly wrapped and handled, but they cannot be sold. Free samples may be given to customers in accordance with New York City Health Department regulations, available at:  
[https://agriculture.ny.gov/system/files/documents/2020/03/sanitaryregulationsforfarmersmarkets\\_0.pdf](https://agriculture.ny.gov/system/files/documents/2020/03/sanitaryregulationsforfarmersmarkets_0.pdf)

#### IV. FARM INSPECTIONS

- a) HHFM or its representative(s) reserves the right to inspect any Merchant's farm by appointment, to ensure compliance with market rules and regulations. The primary purpose of a farm inspection will be to determine whether the Merchant is in fact producing all that he or she is selling at the market. Upon notification, Merchant must make all production areas available within three (3) days. Refusal to allow inspection is grounds for indefinite suspension or removal from the market. Any Merchant found to be in violation of this rule will be immediately expelled from the market without refund of any fees.

#### V. APPLICATION AND DEPOSIT

- a) Anyone wishing to participate in a HHFM market must apply for admission. **Applications for 2024 are due by March 15.** The applicant may sell at a market on the same day he or she applies for admission but must turn in a completed application before parking. HHFM will contact the applicant before the next market regarding their application and reserves the right to reject the application and prohibit the applicant from selling at future markets.
- b) Each application must be accompanied by a deposit in the amount of three weeks' stall rent. The amount of the applicant's deposit will thus be determined by the amount of stall space the applicant wishes to reserve.

#### VI. STALL FEES AND ASSIGNMENT

- a) **Seasonal Merchants & Vendors**
  - i. Seasonal Merchants must pay stall fees in advance.
  - ii. The stall fee for Seasonal Farmers varies depending on the market location.
  - iii. The starting rate for a low traffic market \$75/day for 1 or 2 10 x 10 tents and \$35 for each Additional 10' x 10' tent
  - iv. The starting rate for a high traffic market is \$150 / day for one or two 10 x 10 tents and \$75 for each additional 10x10 tent.
  - v. The stall fee for Seasonal Vendors is \$75 / week for a 10' x 10' stall. Additional 10' x 10' stalls are available for \$30.
  - vi. Seasonal Merchants will be assigned a permanent spot for the duration of the season, and every effort will be made to keep them in the same spot each week, so long as the stall fee is paid and the merchant arrives at the market site by 7 a.m. (or one hour before market opening).
  - vii. Monthly payments are due on the first Monday of the month. Merchants who prepay for 10 weeks in advance will receive a 10% discount.
  - viii. Seasonal Merchants who are unable to attend a market must give notice to HHFM or the Site Coordinator at least 24 hours in advance of the market opening. Merchants who give timely notice will not be charged a fee for that week's market.
  - ix. Merchants who do not provide 24 hours' notice and who do not arrive at the market by market opening will be charged rent for that week.

- x. The Site Coordinator has the right to re-rent stall space to a Daily Merchant if a Seasonal Merchant is absent on a market day.
- xi. Seasonal Merchants who attend all market days will receive a credit on the last three weeks' fees.

**b) Daily Merchants**

- i. All Merchants who do not reserve stall space at a market for the entire season will be considered Daily Merchants.
- ii. The Site Coordinator will assign available stalls to Daily Merchants on market days on a first-come, first-served basis.
- iii. The fee for Daily Merchants is \$125 /day for a 10' x 10' stall. Additional 10' x 10' stalls are available for \$30 for Daily Merchants. Payment is due before market opening.
- iv. First-time Daily Merchants must submit an application and two weeks' deposit. If the application is rejected, the deposit will be refunded, minus the daily rent for any stall space the applicant may have used while the application was pending. If the application is accepted, the Daily Merchant may apply the balance of their deposit toward space used at the market(s) during the review period.

**c) Rules Applicable to All Merchants**

- i. Rents are not reimbursable, either in whole or in part, except as specifically provided in these Rules.
- ii. **Seasonal merchants are responsible for rent payments for the duration of the market season (June – November).**
- iii. Merchants may not sublease, sell or permit anyone to use their assigned stall space.
- iv. If a market is canceled or a merchant is unable to attend due to acts of God, insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military), strikes, labor unrest or disputes, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, or the like, the merchant will be reimbursed 25% of prepaid rent or deposit allocable to that market day.

**d) Equipment**

- i. Tents/Canopies must be properly secured upon set up. Failure to properly secure your tents or canopies may result in fines. The Site Coordinator has the right to ask the merchant to remove the tent/canopies if they deem the structure is unsafe or pose a possible hazard.
- ii. Merchants must secure their canopies immediately upon set up with a minimum of 200 lbs. of weight for a 10'x10' canopy. Once a canopy is no longer secure it must be broken down immediately.
- iii. Other Equipment such as signs, coolers, tarps, shades, heaters, lights, tables, and or bins must be safely positioned and secured to prevent personal injury. All equipment must be limited to the individual stall area.
- iv. Scales must be legally registered for trade with the City of New York. The scale must be sealed by the New York City Department of Consumer Affairs Weights and Measures.

- v. Generators must be pre-approved by HHFM Administration. The generator must be quiet and pollution free.
- vi. Refrigeration must be compact and stored properly under merchant's stall. The Site Coordinator has the right to inspect the refrigeration unit being used at the market to make sure it is properly sanitized and at the appropriate temperature for all products in the refrigeration.



## VII. MARKET OPERATING PROCEDURES

HHFM is committed to providing a safe and welcoming environment at the farmers markets. We firmly believe that all our employees, partners, Merchants, community members, and other stakeholders deserve to be treated with respect and dignity. HHFM personnel are responsible with enforcing these regulations.

- a) Market Data Collection. HHFM site coordinator is responsible for market data collection, such as inventories, price comparisons and recording the name of the Merchants and/or Merchant Representative(s) in attendance at market.
- b) Market Layout. HHFM Personnel are responsible for market layout, including, but not limited to, situating Merchants and vehicles within the market.
- c) Directions from HHFM Personnel. Merchants and Merchants Representatives at the market must follow the directions of HHFM Personnel. Disagreements with specific directions or problems with the conduct of HHFM Personnel should be submitted to the Program Director or Market Coordinator after the incident in accordance with Part IX - "Grievance Procedures."
- d) Removal of Items. HHFM Personnel may remove items that constitute infractions of these Regulations or any applicable Laws.
- e) Absent Site Coordinator. When the Site coordinator is not present, Merchants should refer problems at a market to the HHFM Office.
- f) Markets will be in operation from June through November before Thanksgiving.
- g) Markets will open at 8 a.m. or as scheduled. No product may be sold, distributed or bagged by customers until opening.
- h) Merchants should arrive at the market by 7:00 a.m. (or one hour before market opening). For safety reasons, any Merchant arriving after opening may be asked to set up in a stall on the periphery of the market.
- i) Each Merchant must have a sign with the name of the farm or business; farmer's signs must also have the city and state of the farm.
- j) Each Merchant may set its own prices.
- k) Each Merchant is required to post prices in full view of the consuming public with lettering and signs being limited to the individual stall area. Signs must be posted prior to the start of selling any product.
- l) All Merchants must adhere to Department of Health sanitation requirements. The merchant's stall, tents/canopy, storage areas and vehicles should be kept free of debris. At the end of the market day, the Merchant must leave the stall area swept and cleaned of any debris. Products should be displayed in an attractive manner.
- m) Because type of product and cultural practices are important to some customers, HHFM expects members to truthfully represent their products and operations.
- n) Animals (except service animals) and bicycles are prohibited in the market area.
- o) No smoking will be allowed in the market area.

- p) All children in the care of Merchant during market hours must be supervised by an adult at the Merchant's stall.
- q) Inappropriate language or behavior, profanity, or other harassment or abuse by a Merchant toward another Merchant, employee, or customer of the market is grounds for immediate and permanent expulsion from the market.

#### **VIII. ATTENDANCE AND CALCULATION OF SPACE**

- a) The HHFM Site Coordinator will calculate the Merchant's space each day at the beginning of the market day.
- b) Merchants MUST settle any space disputes with the Site Coordinator before opening the market.
- c) Merchants MUST to display their products within the stall space rented. Any product displayed outside of the rented space will be charged an additional stall fee.
- d) If a Merchants needs additional space the Site Coordinator must approve and the Merchant must agree to pay the appropriate fee for the additional space.
- e) HHFM markets operate regardless of weather; failure to show up on a market day is a violation of this agreement. Merchants will be charged stall fees even if absent from the market.
- f) If a Merchant cannot attend market for any reason they must contact the Site Coordinator or Market Coordinator the day before the market. If the Market Coordinator or Site Coordinator is not available the Merchant must call the HHFM office before 4:00 pm the day before the market.

#### **IX. GRIEVANCE PROCEDURE**

- a) Any grievance regarding another Merchant should not be directed to the Merchant in question. Instead, the complaint should be reported to the Site Coordinator who will bring it to the attention of HHFM Administration.
- b) To eliminate frivolous complaints, a \$100 deposit as a show of good faith must accompany all complaints. The Site Coordinator and/or HHFM will investigate the complaint. If the complaint is legitimate, the complaining Merchant will be reimbursed the deposit. If the complaint is found to be frivolous or blatantly false, the Merchant forfeits the \$100 deposit to the HHFM's operating funds.
- c) The Site Coordinator will notify the offending Merchant and HHFM of any rules violations. HHFM will review the violations and determine consequences, which may include a warning, fine, and/or termination of the Merchant's rights to sell at the market. The Merchant may appeal such decision by giving written notice and requesting a meeting with HHFM management.
- d) Any fines levied against a Merchant must be paid in full by the next market day. Market selling privileges will be suspended until the fine is paid.
- e) Merchant complaints against HHFM should be made in writing to the Site Coordinator requesting a meeting to address the grievance.

#### **X. VEHICLES**

- a) Parking for Merchants is conditioned upon the availability of space. If parking is available it will be assigned by the Site Coordinator.
- b) Merchants **MUST** park their vehicles in the assigned space.
- c) No idling, once the vehicle is stationed the motor must be turned off.
- d) Parking is not guaranteed at Coney Island Market, due to no Department of Transportation (DOT) signs specific for market parking.

**XI. Billing and Payment**

- a) Billing Statements will be emailed at the end of each month showing payments, charges, account balance and payment due for any open charges.
- b) Merchants who agree to pay monthly **MUST** send their payment to HHFM office by the billing due date, usually by the 5<sup>th</sup> day of every month.
- c) Payments will not be accepted at the market except for limited exceptions.
- d) Any account balances will be adjusted from the EBT/CrDb payments.
- e) Merchants will be charged a \$40.00 fine for a returned check.
- f) Merchants who think their statement is incorrect must submit the discrepancy in writing with the date, the market, the dollar amount and a brief explanation of the inconsistency. Discrepancy's must be submitted prior to the billing due date, usually by the 5<sup>th</sup> day of the month
- g) **Prepayments.** Merchants who have a prepaid reservation must send such prepayment to the HHFM Office and it must be received by the prepayment due dates. If the prepayment is not paid in full by the due date, the Merchant will not receive the discounted rate applied to prepaid reservations. If the bank returns a Merchant's prepayment check for any reason, the Merchant will not be eligible for the discounted rate applied to prepaid reservations.
- h) **Disputing a Statement.** During a dispute, Merchants will be charge for the parts of the statement that are not in dispute. Upon the Director's final determination of the dispute and notification in writing, any outstanding charges will have to be paid in full or it will be deducted from the EBT/CrDb payments.

**XII. NON-DISCRIMINATION**

HHFM will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, sexual orientation, or any other characteristics protected by applicable federal, state, or local law, and will not tolerate discrimination or harassment at HHFM markets.

**XIII. MERCHANT AGREEMENT**

All Merchants must complete and sign the signature page attached to these Rules and pay the appropriate fee prior to selling. HHFM reserves the right to prohibit anyone from selling at the market and to cancel the privileges of any Merchant who, in the opinion of HHFM, has violated these Rules. Merchants may respond in writing to HHFM to offer an explanation of how the violations in question will be remedied. HHFM reserves the right to make a final decision on the response. Fees will not be refunded. Participants wishing to return to the market following expulsion must apply for re-admittance and pay appropriate fee(s) prior to selling.

Please keep these Market Rules and Operating Procedures for your records and return the signature page with your application. Thank you.

## MARKET RULES AND OPERATING PROCEDURES AGREEMENT

I \_\_\_\_\_ have read the Rules and Operating Procedures of the Harvest Home Farmers' Market and agree to abide by all of the provisions thereof.

As a merchant renting space in the Harvest Home Farmers' Markets, I agree to save, hold harmless, and indemnify the Harvest Home Farmers' Market, its sponsoring agency, members and employees from any and all liability or responsibility pertaining to any damages to person or property on the site leased by Me from said market(s), when such damages, or liability, arise out of any acts of my own, or of any of my Employees or associates, located at said site.

\_\_\_\_\_  
Merchant Name (please print)

\_\_\_\_\_  
Merchant Signature

\_\_\_\_\_  
Date