



Norwood Farmers Market

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Market Rules & Regulations

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Norwood Farmers Market

Serving Norwood since 2017

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Vendors interested in becoming part of the Market should contact our Market Manager at 704-591-2726 or robin.davis@norwoodcentral.org for further information.

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Section 1: Market Basics

1. Market Address:
 - a. 124 N Main Street; Norwood, NC 28128
2. Market Website:
 - a. NorwoodNCFarmersMarket.com
3. Market Manager:
 - a. Robin Davis, robin.davis@norwoodcentral.org or 704-591-2726
4. Winter Season Operating Hours and Dates:
 - a. Saturdays, January 1st to March 31st
 - b. 8:00am to 12:00pm
 - c. Special event days may be used for openings during the holiday seasons.
5. Main Season Operating Hours and Dates:
 - a. Saturdays, April 1st to September 30th
 - b. 8:00am to 12:00pm
 - c. Special event days may be used for openings during the holiday seasons.
6. Holiday Season Operating Hours and Dates:
 - a. Saturdays, October 1st to December 31st
 - b. 8:00am to 12:00pm
 - c. Special event days may be used for openings during the holiday seasons.

Section 2: Definitions

1. **Market Vendor (“Vendor”)** - Any business/organization/individual that reserves a space at the Norwood Farmers Market on a daily, monthly, or seasonal basis during any of the market seasons.
2. **Daily Vendor** - A Market Vendor that specifically reserves a space at the Norwood Farmers Market on a daily basis during any of the market seasons.
3. **Monthly Vendor** - A Market Vendor that specifically reserves a space at the Norwood Farmers Market on a monthly basis during any of the market seasons.
4. **Seasonal Vendor** - A Market Vendor that specifically reserves a space at the Norwood Farmers Market for the duration of a selected season (Winter, Main, Holiday).
5. **Guest Vendor** - A Market Vendor participating in the Norwood Farmers Market at the request of the Market Manager or the Board of Directors for any specified duration of any market season.
6. **Farm Vendor** - A Market Vendor who sells direct farm products and value-added farm products produced or grown by the Market Vendor.
7. **Craft Vendor** - Any Market Vendor that sells craft items which account for fifty percent of their average booth sales or display space over the course of the season.
8. **Craft Item** - An item that demonstrates the manual skill, technique, and proficiency of the Market Vendor, as well as prepared foods prepared by the Market Vendor.
9. **Community Partner** - An external organization partnering with the Norwood Farmers Market to improve the quality of life of the community and its members reserving a booth at the Market on a daily, monthly, or seasonal basis.
10. **Board of Directors (“BOD”)** - Governing body presiding over all aspects of the Norwood Farmers Market.
11. **Market Manager** - Individual responsible for overseeing daily operations of the Norwood Farmers Market.
12. **Winter Season** - All Saturdays between January 1 - March 31 of the calendar year.

13. **Main Season** - All Saturdays between April 1 - September 31 of the calendar year.
14. **Holiday Season** - All Saturdays between October 1 - December 31 of the calendar year.

Section 3: General Operations

1. Market Operating Schedule
 - a. The Winter Season is open from the first Saturday in January through the last Saturday in March.
 - b. The Main Season is open from the first Saturday in April through the last Saturday in September.
 - c. The Holiday Season is open from the first Saturday in October through the last Saturday in December.
 - d. The Market is open between the hours of 8am - 12pm.
 - e. Vendors must arrive by 7:30am to set up. If a Vendor does not notify the Market Manager in advance and arrives after 7:30 am, the following penalty will result:
 - i. First offense – written warning;
 - ii. Second offense - \$20 fine;
 - iii. Third or subsequent offenses - \$50 fine.
2. Vendor Classification Breakdown
 - a. The Norwood Farmers Market accepts Vendors based on the following structure:
 - i. 50% of all Vendors will be Farm Vendors
 - ii. 30% of all Vendors will be Craft Vendors
 - iii. 10% of all Vendors will be Guest Vendors
 - iv. 10% of all Vendors will be Community Partners and/or affiliated outreach programs
 - b. The BOD will accept qualified applicants to maintain these ratios to the best of their ability and within reason of availability.
3. Vendor Spaces at the Market
 - a. Each Vendor is allotted one space. No shared spaces are permitted.
 - b. The Market Manager will grant second spaces, as space permits, to qualified Vendors.
 - c. Seasonal and Monthly Vendors must notify the Market Manager if they will not be selling on any given Saturday by 5:00 pm on the Thursday before the market that they will miss. Failure to notify the Market Manager by this time may result in a fine equal to the Vendor's space fee.
 - d. Non-reserved spaces will be available and assigned on a first-come, first-served basis as directed by the Market Manager.
 - e. Vendors may not move their vehicles into or out of the market area during times when such movement would pose danger to people in the shopping area. No Vendor will be allowed to leave before the end of market except in the case of an emergency.
4. Market Signage Guidelines
 - a. Prices must be clearly posted for all items sold.
 - b. Vendors determine their own prices, but it is recommended that prices reflect accurate and fair value.
 - c. Only certified organic growers may use the term "organic" in their advertising at the Norwood Farmers Market.
5. Market Cleanliness
 - a. Vendors are responsible for cleaning up the area around their stalls after the close of the market.

- b. Failure to clean up the area may jeopardize the Vendor's use of the site and will not be tolerated.
 - c. No water or ice that comes in contact with meat or fish should be deposited or allowed to drain on Market premises.
 - d. Failure to clean the space may result in a fine equal to the stall fee on the market day.
6. Market Amenities
- a. Cases of t-shirt style plastic bags for purchase. \$40.00 per case (1,000 bags).
 - b. 10'x10' tent rentals available in limited quantities. \$10 per rental.
 - c. Card-size table rentals available in limited quantities. \$5 per rental.
 - d. Washrooms are located inside the Market building. We recognize that these are often in use by the public.

Section 4: Market Vendor Qualifications

1. Each Vendor must reside and produce items to be sold at the Norwood Farmers Market within a 70 mile radius of the Norwood town limits and within the state of North Carolina.
2. The Norwood Farmers Market is a "Producer Only" market; as such, each Vendor must be the original producer of the items sold.
3. A Vendor may lease land for crop production. However, the Vendor must perform all operations from seed/start to harvest.
4. The BOD or Market Manager may conduct an inspection of any Vendor's farm/facility at any time to verify a crop's origin.
5. Any Vendor who engages in re-selling products outside of the Norwood Farmers Market that is of the same or similar nature as the products sold at market may be subject to additional requirements in order to verify the legitimacy of products sold at the Norwood Farmers Market.
6. A Vendor who purchases land with a perennial crop on it may sell that crop in the year of purchase.

Section 5: Application Process to Become a Market Vendor

1. Any business/organization/individual wishing to become a Market Vendor must submit their application and any pertinent insurance, licenses, etc. to the Market Manager by the following dates:
 - a. Winter Season: due by September 30th preceding the Market season.*
 - b. Main Season: due by December 31st preceding the Market season.*
 - c. Holiday Season: due by June 30th preceding the Market season.*
 - d. *Special circumstances may apply.
2. All forms can be found on the Norwood Farmers Market website.
3. A list of evaluation criteria and guidelines for applicants is available on the Norwood Farmers Market website.
4. Vendors must complete a new set of forms for each Market season.

Section 6: Guest Vendors

1. A Guest Vendor is a Market Vendor who offers a product or service that enhances the overall market.
2. A Guest Vendor may be invited to participate at the discretion of the BOD or Market Manager.
3. All Guest Vendors must submit a completed application.

4. A Guest Vendor's participation shall be re-evaluated every season by the Board of Directors.
5. All Guest Vendors must abide by the Guest Vendor Policies, which are outlined below.
6. Guest Vendors must comply with all applicable Norwood Farmers Market Rules with two exceptions.
 - a. First, the 70-mile radius and residing in NC rule is waived for Guest Vendors.
 - b. Second, a licensed seafood dealer may work with multiple licensed commercial fishermen to sell Category 3 products at the market.
7. Norwood Farmers Market staff will ask for references to confirm that the Guest Vendor produces all items sold.
8. The BOD will approve both the Vendor and their proposed market products. Only products that complement the current product mix at the Norwood Farmers Market will be considered.
9. Guest Vendors will receive their stall assignment from the Market Manager upon arrival.
10. Guest Vendors are responsible for following all applicable health department and NCDA guidelines to ensure food safety. In addition, seafood vendors must comply with the rules of the NC Division of Marine Fisheries. Guest Vendors must supply the Market Manager with copies of all permits and certifications.
11. Guest Vendors must provide proof of liability insurance and add the Norwood Farmers Market as an additional insured on their policy.
12. Guest Vendors must contact the Market Manager at least 72 hours in advance (if applicable) of the market if they are unable to attend the assigned date.

Section 7: Vendor Responsibilities

1. Legal, Paperwork, & Signage
 - a. All Vendors must have a permit issued from the Norwood Farmers Market. These can be obtained by submitting a Vendor application and pertinent insurances and licenses. Each Vendor permit issued is valid for the designated season during a singular calendar year and must be renewed annually. Only Vendors in good standing will have their permits renewed.
 - b. Vendors that sell prepared foods must have a Kitchen Inspection Certificate and Safe Food Handling Certificate from the County they reside in included with their application.
 - c. Vendors that sell uncooked, non-produce foods (hazardous food groups) must have a Safe Food Handling Certificate from the County of Origin included with their application. Vendors who sell jellies, jams, canned food, etc. are required to show a Notice of Inspection and Observation Sheet from the NC Food Administration Office.
 - d. Farm Vendors who sell only produce are not required to produce food documentation licenses or permits from the NC Food Administration Office.
 - e. Vendors who operate outside of the Norwood Farmers Markets do not qualify under our Farmers Markets Insurance Program.
 - f. Vendors are required to display a sign in plain view, stating their Vendor Name or the Name of their Business i.e. ABC Meat Shop.
 - g. All products and produce must be of good quality. (No seconds or second grade are acceptable.) The Market reserves the right to restrict the sale of various products to ensure variety.
2. Cleaning & Sanitization
 - a. Vendors are responsible for the cleaning of their assigned spaces and the areas around them, be they common or private. Vendors must provide their own cleaning products to be used in their areas. Vendors must clean and sanitize any and all areas including sinks,

- floors, coolers, tables, food prep areas, any storage space used by the Vendor and outdoor stall space.
- b. Garbage must be bagged and placed in the garbage bin located outside the Market building. Cardboard is to be flattened and bundled for recycling. A fine may be levied to any Vendor not adequately cleaning and sanitizing their area to Market standards.
3. Storage
 - a. Vendors are not to store merchandise at the Market between market days. Any such storage would be at the Vendor's own risk, particularly with regard to valuable materials. The Market understands that some Vendor-owned property is stored at the building between market days. While we strive to do our best to ensure the security of Vendor items, we are unable to monitor the same on a continuous basis when the Market is closed. The Norwood Farmers Market is not responsible for any lost, stolen or damaged items.
 4. Parking
 - a. The Market parking lot is closed to traffic on market days. Vendors will be given access to the lot until 15 minutes before the Market opens but should remove their vehicles to the back of the town lot after unloading. During market hours no vehicle will be permitted to enter, move about, or leave the parking lot in order to protect the safety of the other vendors and pedestrian customers.
 - b. Ample parking is available behind Main Street adjacent to Market square. Please leave front parking for customers and park in the northeast end.
 - c. Any unauthorized vehicle may be tagged and towed from the Market grounds.
 5. Vendor Fees
 - a. Vendors will pay fees according to which season they choose to participate in.
 - i. Winter Season
 1. \$90 per season of a singular calendar year
 - ii. Main Season
 1. \$225 per season of a singular calendar year; or
 2. \$90 per month of a singular calendar year; or
 3. \$25 per day of a singular calendar year
 - iii. Holiday Season
 1. \$135 per season of a singular calendar year
 - b. Vendors will be invoiced the second week of each month for the entire month regardless of attendance. (Holiday closures & unforeseen circumstances will be considered.) It is your responsibility to ensure your space is open on all market days.
 - c. Your monthly market fees must be paid within 30 days.
 6. Payment Options
 - a. Via Mail
 - i. check or money order payable to *Central Business District Group*
 - ii. Attn: Norwood Farmers Market; 110 North Main Street; Norwood NC 28128
 - b. In Person
 - i. cash, debit, check, money order, Visa or MasterCard
 - ii. Remit to: 110 Main Mercantile; 110 N Main Street
 - iii. Hours: 10am - 4pm, Tuesday - Friday
 - c. On Market Days
 - i. cash or check to Market staff (receipts will be provided)

Section 8: Eligible Market Products

1. No re-sale of product or other products is allowed.
2. The Market Manager or BOD may conduct an inspection of any Vendor's farm/facility at any time to verify a product's origin.
3. No live animals may be sold or given away at market.
4. All products sold at the Market must meet state and local health regulations including, but not limited to, U.S. Department of Agriculture (USDA), N.C. Department of Agriculture & Consumer Services (NCDCA), and Norwood Health Department guidelines and regulations, as applicable.
5. All produce must be of top quality, as determined by the Market Manager. Products that may be sold at the Norwood Farmers Market are listed below.
6. If more than fifty percent of a Vendor's average booth sales or display space over the course of the season is of craft items, the Vendor is considered a Craft Vendor. All Craft Vendors must abide by the 'Crafts Statement and Guidelines' below.
7. The sale of all meat, poultry, fish, and all products not listed below must be approved by the BOD. Vendors must abide by the 'Meat and Egg Producer Rules' below.
8. Prepared foods are considered craft items and prepared foods Vendors are considered Craft Vendors of the Market.
9. Direct Farm Products
 - a. Vegetables grown from seeds, sets, or seedlings grown on land owned or leased by the Vendor.
 - b. Fruit, nuts, or berries grown on land owned or leased by the Vendor.
 - c. Plants grown by the Vendor from seed, bulbs, transplants, or cuttings grown on land owned or leased by the Vendor.
 - d. Bulbs propagated by the Vendor.
 - e. Cut and/or dried flowers, herbs or seeds, raised by the Vendor on land owned or leased by the Vendor.
 - f. Honey and bee products from the bees owned by the Vendor.
 - g. Meat and eggs from livestock owned by the Vendor, subject to provisions in the 'Meat and Egg Producer Rules.'
 - h. Fish caught within Market radius, subject to BOD approval.
 - i. Dried, cured, or otherwise processed meat products, subject to provisions of the 'Meat and Egg Producer Rules.'
 - j. Floral arrangements from fresh or dried flowers grown on land owned or leased by the Vendor.
 - k. Other items made predominantly from products grown or gathered on land owned or leased by the Vendor.
 - l. Cheese or milk products from animals owned by the Vendor or produced by an NCDCA inspected farm or dairy owned or leased by the Vendor. The BOD must be provided a copy of all inspection documents.
10. Crafts Statement and Guidelines
 - a. Crafts are permitted for sale at the Market. Crafts that are farm-related or that source local materials are especially encouraged. Craft Vendors are encouraged to include information about the source of their local materials and/or the history of their craft.
 - b. Acceptance of Craft Vendors will be based on space availability, category of craft, materials used, general quality, and workmanship.
 - c. All Craft Items must be hand-crafted by the Vendor.
 - d. Craft Items must be homemade, using an intermediate technology rather than industrial production. To be considered "hand-crafted," the item must show evidence of manual

skills obtainable only through a significant period of experience and dedication. Craft materials must be sufficiently modified from their original state to demonstrate fine craftsmanship.

- e. Examples of unacceptable items would be, but are not limited to:
 - i. tracings or paint by number, printed materials, ceramics or pottery from commercial molds, wood carvings using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design.
- f. The value of purchased raw materials shall not exceed 30 percent of the selling price. All crafts must be of excellent workmanship both in quality and design.
- g. The Market Manager has the discretion to immediately remove any craft item that he/she considers objectionable. The BOD must review the Market Manager's decision at the next scheduled board meeting and make an official ruling on the matter.

11. Meat and Egg Producer Rules

- a. Vendors who sell meat and/or eggs must comply with local, state, and federal laws and regulations designed to ensure that such products sent into commerce are wholesome, unadulterated, and properly labeled. The NCDA&CS enforces these laws. Any Vendor who receives, stores, transports, or sells USDA-inspected meat products is required by law to register as a meat handler with the NCDA&CS. Any Vendor who is required to have a meat handler's license must have a copy on file with the Market Manager.
- b. All meat and egg producing livestock must be kept and cared for by the Vendor on his/her land for a period of time as defined below.
 - i. Rabbits: All rabbits must be born on land owned or leased by the Vendor.
 - ii. Poultry: Meat birds must be on land owned or leased by the Vendor by the end of their first week of age. However, "Stewing Chickens" (a retired layer flock) must have lived on the land for at least one year prior to processing for sale, but do not have to arrive by a specific age.
 - iii. Egg layers: Eggs sold by a Vendor must be from birds kept on land owned or leased by the Vendor.
 - iv. Livestock: Any other livestock purchased (not born on land owned or leased by the Vendor) must be held by the Vendor for a minimum of:
 - 1. Pigs: 4 months
 - 2. Sheep/Lamb: 6 months
 - 3. Goats: 6 months
 - 4. Beef: 9 months
 - 5. Bison: 9 months
 - v. Vendors who sell meat or eggs must keep on file both dated receipts of purchase, or birth record, and dated receipts for slaughter of livestock and poultry. Upon request by the Market Manager or BOD, the Vendor must be able to produce these records.
- c. No water or ice that comes into contact with meat may be deposited or allowed to drain onto the market premises.

12. Value-Added Farm Products

- a. Prepared Foods
 - i. Preserves, pickles, jams, vinegars, etc., made by the Vendor are acceptable prepared-food items to sell at the Market. No "low-acid" canned foods such as green beans, corn, peas, carrots, etc., may be sold. High acid, or acidified foods (pickles, tomato products, etc.) may be sold if the Vendor has passed the FDA

- certification course. A copy of the certification must be on file with the Market Manager.
- ii. Fresh baked goods made by the Vendor may be sold at the Market.
- iii. Beverages that may be sold include coffee, herbal teas, and lemonade sold in paper or plastic cups.
- b. Meat Products
 - i. Value-added meat products are created when meat is processed into other products. Examples include: sausage, jerky, meats cured by smoking or drying, and hot dogs.
 - ii. Value-added meat products are allowed, provided that one hundred percent of the meat is from animals produced by the Vendor in accordance with the definitions and guidelines above.
 - iii. Casings for sausage are excluded from the one hundred percent requirement.
 - iv. Other non-meat items, such as spices, are allowed in value-added meat products.
- c. Information on how and where the value-added product is produced should be provided with the Vendor's application.

Section 9: Role of the Market Manager

1. The Market Manager has the following responsibilities:
 - a. conduct onsite operations of the Market;
 - b. communicate with Vendors;
 - c. serve as the liaison between the Market and local organizations, businesses, the Town of Norwood, and other partners;
 - d. manage projects at the direction of the BOD;
 - e. plan and oversee special events at the Market;
 - f. manage all marketing and advertising activities of the Market;
 - g. coordinate volunteers;
 - h. seek out funding opportunities and manage fundraising for the Market;
 - i. create and manage an annual budget for the Market in coordination with the BOD;
 - j. supervise all Market staff;
 - k. ensure safety of Vendors and customers at the Market; and
 - l. handle all Market recordkeeping.
2. The Market Manager has the authority to collect all required fees and to monitor the Market in order to ensure Vendor compliance with all rules of the Market and policies established by the BOD. The Market Manager will require compliance with all such rules and policies.
3. The BOD may hire an Assistant Market Manager to support the Market Manager in carrying out these duties.

Section 10: Complaint Process

1. Any Vendor or Norwood Farmers Market customer may file a complaint with the BOD.
2. Complaints must be submitted in writing to the Market's address, via e-mail, or hand delivered to the Market Manager or member of the BOD. The Market Manager or a member of the BOD may follow up with the individual submitting the complaint to request additional information.
3. The Market Manager will consider all complaints and will forward complaints to the BOD at his/her discretion. If the complaint concerns the Market Manager, the complaint will go directly to the BOD.

4. Any action to be taken will be determined by the BOD. If inspection is deemed necessary, it can be conducted at any time.
5. A letter will be sent to the Vendor regarding the nature of any infraction.
6. The BOD may vote to suspend for a fixed period of time, or to expel permanently, any Vendor for any cause.
 - a. The BOD must provide written notice to the Vendor before any such action is taken.
 - b. Causes may include, but are not limited to:
 - i. failure to submit to or abide by decisions made by the BOD, including the Market Rules;
 - ii. selling or offering for sale, any product not grown or originally produced by the Vendor; or
 - iii. failure to pay fees or dues in accordance with the Rules and Regulations.
 - c. No fees will be refunded when a Vendor is expelled for any reason.
7. Questions concerning the Rules and Regulations should be submitted in writing to the BOD.