

Vendor Guidelines

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Participant Categories & Qualifications

Farmer/Grower Vendors

- Products sold must be grown and harvested on the vendor's owned or leased property in Utah.
- Farmers must register their farm with the Utah Department of Agriculture under the Utah
 Produce Safety requirements. Go to https://producesafety.utah.gov/tool/ and by
 answering a few questions, vendors can sign up to be an exempt produce grower, if
 applicable. After filling out the application, UDAF will send out a certificate.

Ranchers

- Meat must be raised and/or butchered in Utah.
- Products (meat & eggs) sold must meet <u>Utah Department of Agriculture</u> and <u>USDA</u> regulations.

Preserves

- All products must be produced and packaged in Utah.
- All preserves (jam, salsa, syrups, etc.) must be prepared in a commercial kitchen under the vendor's name that has been inspected and approved by the <u>Utah Department of</u> Agriculture.
- We do not allow House Bill 181 category vendors due to the confusion, spacing, and general lack of applications. If you are a food vendor who prepares food outside of a commercial kitchen you fall under the vendor category for HB181. Find more information here. Note that Cottage Kitchens that are at home kitchens that have been inspected and approved by UDAF are allowed at the market.

Packaged Food Vendors

- Food must be built to order and served onsite (Food Trucks, Shaved Ice, etc.).
- Cooking stations must be in compliance with the Weber-Morgan Health Department.
- Choosing to purchase from other vendors to prepare menu items is encouraged.
- Business must be majority owned by Utah residents and a company that originated in Utah.

On-site Prepared Food Vendors

- Food must be built to order and served onsite (Food Trucks, Shaved Ice, etc.).
- Cooking stations must be in compliance with the <u>Weber-Morgan Health Department</u>.
- Choosing to purchase from other vendors to prepare menu items is encouraged.
- Business must be majority owned by Utah residents and a company that originated in Utah.

Artisan Vendors

- Handmade items must have been made or assembled in Utah by the vendor selling the item and/or their staff.
- Business must be majority owned by Utah residents and a company that originated in Utah.
- Agricultural resale items (farmed/raised/or grown materials) must be from a single local source, and <20% total offered goods. Product must be significantly transformed by the artisan from the source material. Agricultural resale products are subject to review and approval by market staff discretion.

- Ethical trade vendors may be permitted under the following conditions:
 - They must source their products from one artisan, farm, or cooperative, not multiple suppliers.
 - They must provide documentation or a statement verifying fair compensation, ethical labor practices, and sustainability.
 - o Items must be handmade or traditionally crafted, not factory-produced.
 - The vendor should play an educational role, sharing the story of the makers and the impact of the trade relationship.

Nonprofit/Community Organizations

- Sales are prohibited. You cannot sell items for profit at the market, including but not limited to hats, t-shirts, stickers, etc. Donations and handouts are prohibited at the market.
- All applicants must be a certified 501c3 organization.
- Community booths may receive partial approval for select days due to limited availability.
- Acceptable Community Booths and Nonprofits will be organizations that's mission and services align with providing awareness of, or access to, local food and agriculture, music, arts, community engagement, or represent community partners in the local urban arts community.

Prohibited Participants & Sales

- Religious and political groups, petitioning, and signature gathering are not allowed at Farmers Market Ogden or any other event produced by the Ogden Downtown Alliance.
- We do not accept multi-level marketing companies, or resold items of any kind.
- Requesting donations at the market is strictly prohibited.
- We do not allow HB181 category vendors due to the confusion, spacing, and general lack of applicants.
- Vendors may only sell and display the items described in their original application.
 Changes to saleable items and/or activities are to be approved by the Market
 Management in advance. Failure to receive such approval may result in fines and/or removal from the market, without refund (see Fines).

General Guidelines

Required Permits and Licenses

- Participating vendors are responsible to hold all relevant licenses and permits through Ogden City, Ogden-Weber Health Department (WMHD) and the Utah Department of Agriculture and Food (UDAF) prior to participation in the market.
- Obtained certificates must be visibly displayed at the vendor's booth each Saturday.
- Weber-Morgan Health Department (WMHD)
 - Vendors who are selling food of any kind, are responsible to check in with the <u>Weber-Morgan Health Department</u> to make sure they have all the proper permits. A separate <u>permit</u> is necessary to offer samples at the market.
 - Farmers Market Ogden will send the health department a list of our approved vendors for review, and they will flag any vendors that are not in compliance.
 Failure to hold the proper permits will result in removal from the market.
- United States Department Agriculture and Food (UDAF)
 - Vendors selling produce, prepared, or packaged foods must have the proper permits through <u>UDAF</u>.
- Vendors are required to understand and follow all local, city, state, and federal laws and regulations. All required sales tax collections and remittances are the sole responsibility of the vendor.

Booth space assignments and limitations

- Full-season vendors receive booth numbers and maps before the season begins.
- Weekly vendors will be assigned a booth location each week and it is likely that the
 location will change each week. Booth numbers will be sent in advance by email no
 later than the preceding Friday morning. Vendors can also collect their booth
 assignment from the Info Booth on market day.
- Farmers Market Ogden reserves the right to reassign booth locations.

Drop-Ins, Attendance, and Cancellation Policies

 Drop-ins (i.e. "Weekly") Vendors are welcome to apply throughout the season and may be accepted upon a case by case basis. Vendors will be charged for each approved additional day and need to pay their updated invoice before the weekend following approval.

- Any requested changes to the vendor's approved schedule must be submitted to the Market Manager for approval no later than one week in advance. Requests will be reviewed by market staff within 72 hrs of their submission.
- Non-compliance or repeated absences without proper notice may result in forfeiture of the vendor's booth assignment and could result in denied participation at future markets.
- Vendors are required to stay for the full duration of the market. Vendors will not be allowed to leave prior to the teardown time for any reason.
- We want everyone to have enjoyable and successful market days as much as possible.
 We truly believe that attendance notifications help us to plan market days with the best possible atmosphere for all to succeed.

Vendor Inspection

- To maintain the trust of our customers, and to ensure that we are a local producer-only market, all vendors are subject to undergo an inspection of their farm or production facility conducted by market staff.
 - Vendors will be chosen for inspection at random.
 - Vendors will be given a minimum of 72 hours notice of the inspection.
 - o Inspections will not include financial records or personal property.
 - Inspections may include material and ingredient invoices and any property related to the production of products sold at the market.

Incentive Programs & Reimbursements

- SNAP/DUFB/Produce RX
 - Vendors selling eligible food items must accept SNAP (wood tokens), DUFB (green tokens), and PRX (purple tokens).
 - Wood tokens that are Farmers Market Ogden brand can be accepted by all food vendors, excluding hot/prepared foods.
 - Green and Purple tokens may only be accepted by produce vendors.
 - Tokens are worth \$1 each. Vendors may not use tokens for purchases.
 - DO NOT accept wood tokens from other markets.





- Senior Farmers Market Nutrition Program (SFMNP)
 - Registered produce/honey vendors accept stamped coupons for reimbursement.
 - Non-registered vendors may not accept SFMNP coupons.
- Gift Cards
 - Vendors must accept Farmers Market Ogden gift cards and turn them in for reimbursement.
 - Expired gift cards are still valid.



Reimbursements

- Tokens, coupons, and gift cards are reimbursed weekly via check or direct deposit.
- Sign up for direct deposit to expedite payments.
- Turn in tokens and gift cards at the Info Booth with your vendor name attached.

Booth Fees & Payment Policies

2025 Winter Market

Vendor Type	Application Fee	Single Booth (4 weeks)	Full Season Discount	Double Booth (4 weeks)
Produce Vendors	\$0	\$120 (\$30/day)	None. All vendors must attend all	\$220 (\$55/day)
Nonprofits not admitted.	_	_	market dates.	_
Artisan/Other	\$0	\$200 (\$50/day)		\$380 (\$95/day)

2025 Summer Market

Vendor Type	Applicati on Fee	Single Booth	Full Season Rate (14+ Weeks)	Double Booth (Must be Full Season)	Triple Booth (Must be Full Season)
Produce Vendors	\$35	\$35/day	\$28/day	\$50/day	\$72/day
Nonprofit	\$35	\$0	\$0	\$0	_
Artisan, Packaged Food,	\$45	\$60/day	\$50/day	\$92/day	_
Prepared Food, Food Trucks	\$45	\$60/day	\$50/day	\$92/day	\$134/day

Payment Policies

- Fees are non-refundable and must be paid in full before participation.
- Late payments incur weekly fines of \$15.

Setup, Operations, & Breakdown

Setup/Teardown Expectations

- Setup: Begins 2 hours before market start time; must be complete by opening.
- Teardown: Begins at market closing, no sooner.
- Late setup or early teardown is subject to fines.

Booth Requirements

Vendors provide their own tables, chairs, and canopy (secured with at least 25 lbs per leg).

- Indoor canopies are prohibited during the Winter Market.
- Electricity is not provided. Plan accordingly.
- Generators (max 65 dB) must be pre-approved by the Market Manager.
- Limit single-use packaging. We encourage use of reusable bags.
- Keep booth space clean and free of debris.
- Dispose of waste in green market bins; permanent street bins are off-limits.
- Failure to comply with waste policies results in fines.

Sales Tax Collection Responsibilities

A Special Event Temporary Business License from Ogden City is required for all vendors. The business license fee is collected as part of the registration fee and will be paid to the city on your behalf. This is part of your original registration process and no other action is necessary on your part.

There are two options for this required license:

- Weekly license per day A new license is required for each day that you participate.
- Full season license Nonprofits included regardless of if they are selling or not.

Vendors are required to understand and follow all local, city, state, and federal laws and regulations. All required sales tax collections and remittances are the sole responsibility of the vendor.

Market Conduct & Vendor Responsibilities

 No alcohol/drugs on the premises. If the market staff believes a vendor is intoxicated or under the influence of drugs, the vendor will be asked to leave the Market immediately.

- The Market is a family friendly event. Any vendor selling a product deemed to be non-family friendly will be asked to remove the product from their display. If the vendor refuses to remove the product, the vendor will be asked to leave the Market.
- Vendors with little children are responsible for keeping track of them. Please do not allow your children to interrupt, interfere, or impede other vendors. If your children become a nuisance, you will be asked to take them home. The same rules apply to animals of any kind. It will be your responsibility to keep animals within the confines of your booth space and to clean up any debris/excrement immediately. We discourage vendors from bringing animals to your booth on a regular basis.
- Each vendor is responsible for fair business practices and setting their own prices. All
 prices must be clearly marked or posted. The market does not make any warranty on
 sold or purchased goods.
- It is the responsibility of the vendor to ensure that their staff are aware of, and abide by, these guidelines and procedures.
- Solicitation or distribution of any marketing or advertising material is prohibited outside
 of a designated booth space by vendors or non-participating entities. This includes but
 is not limited to: flyers, handbills, stickers, and promotional items of any kind. Please
 notify the Market staff if you see any violations.
- The law prohibits smoking in any public park (Utah Clean Air Act). This includes e-cigarettes (UT Admin Code R392-510).

Code of Conduct

Vendors are expected to conduct themselves with professionalism and respect at all times. This includes maintaining a courteous demeanor toward event staff, fellow vendors, and customers. Vendors should adhere to all event policies and guidelines, including those related to setup, sales, and safety.

Any behavior that disrupts the event, negatively impacts the experience of others, or fails to comply with event regulations will not be tolerated. Additionally, vendors must uphold a positive representation of the event and their own business in all online interactions. Reported disparaging or harmful comments about the event or other participants, whether made publicly or privately, may result in probation, immediate removal, or potential exclusion from future events.

Adherence to these standards ensures a successful and enjoyable experience for everyone involved. We welcome concerns and grievances regarding the market to be shared with the management team, as addressing these issues may benefit all vendors and participants.

Grievance Procedure & Reporting Process

Vendors are encouraged to raise any concerns or grievances promptly, whether related to market operations, vendor behavior, customer interactions, or any other matter that impacts the market experience.

If an issue cannot be resolved immediately onsite, the vendor should submit a formal grievance/incident report to the Farmers Market Ogden management team via email to management@farmersmarketogden.com. The grievance should be submitted as soon as possible, ideally within seven days of the incident. Please include the following details:

- A clear description of the issue or concern
- Relevant dates and times the incident occurred
- · Any parties involved or affected
- Any attempts to resolve the issue informally
- Suggested resolution or desired outcome

Review and Resolution Process

- Step 1: Acknowledgment
 - The management team will acknowledge receipt of the grievance report within 2 business days and communicate next steps.
- Step 2: Investigation
 - The management team will investigate the concern, which may include gathering additional information, speaking to those involved, and reviewing any relevant documentation or events.
- Step 3: Resolution
 - After completing the investigation, the management team will communicate with the vendor to provide a resolution or action plan. If appropriate, all affected parties will be informed of the outcome.

If the vendor feels that the issue has not been satisfactorily resolved, they may request a follow-up meeting with the management team to discuss further steps. The goal is always to reach a resolution that supports the success and well-being of the market and its participants.

Non-Retaliation

 We support a culture of open communication and will not tolerate retaliation against any vendor who raises a concern or grievance in good faith.

Fines

Infraction	Fine Amount	
Failure to notify Market Manager of absence 72 hours before the market day	\$50	
Vendor booth late payment fee	\$15/week	
Driving the wrong way down the street for loading and unloading	\$25	
Blocking traffic while loading in or out	\$25	
Unapproved driving on the street during market hours of operation	\$25	
Failure to be set up and ready to operate at market opening time	\$35	
Take down of booth space prior to market closing time	\$35	
Selling unapproved items	\$35	
Setting up a canopy indoors	\$25	
Signage in walkway	\$25	
Exceeding allotted booth space	\$35	
Generator exceeding 65dB	\$25	
Failure to leave booth space clear of vendor trash and debris at the end of the day	\$25	
Use of permanent trash bins	\$25	
Grocer vendor denying DUFB & PRX Customer	\$30	
Selling any products NOT made, grown, harvest, butchered, etc. by the vendor or their staff	\$50 on first offense Suspension on second offense Expulsion from the market on third offense	

Fines must be paid before vending at subsequent markets.

Weather & Emergency Policies

 Farmers Market Ogden is a rain or shine event and will operate regardless of weather, with the exception of unsafe conditions. Weather is monitored and reviewed in compliance with the <u>National Weather Service</u> forecasting system.

Legal Disclaimers

- Farmers Market Ogden reserves the right to refuse participation to any vendor not in compliance with the Market rules and/or not meeting standards which include, but are not limited to, all local, city, state and federal laws and regulations. All required sales tax collection and remittances are the sole responsibility of the sellers.
- The Market welcomes all, regardless of race, creed, color, sex, religion, sexual orientation, age, nationality, or marital status.
- All sellers assume full liability for products they sell at the Market and hereby agree to hold Farmers Market Ogden and Ogden City harmless against any claim of injury or damage by any buyer, seller, or other persons resulting from the use, consumption, disposition, display or marketing of products.
- Vendors assume full responsibility for the products they market and sell. Ogden
 Downtown Alliance, its staff, sponsors, and affiliates will be held harmless against any
 claim of injury or damage by any buyer, seller, or other persons resulting from the use,
 consumption, display, or marketing of vendors' products.

Contact Information

For questions or concerns, please contact us:

- Email: management@farmersmarketogden.com
- Website: Farmers Market Ogden