

## 2020 University Farmers Market Rules

The University Farmers Market (the “Market”), coordinated by the University of Maryland Medical Center, LLC (“UMMC”), supports activities, goods and services that promote community education about the benefits of eating fresh, locally produced food. UMMC has adopted the following rules in order to comply with local city health codes, UMMC policies and to provide a clear understanding for vendors selected by UMMC to participate in the Market (“Vendors”).

### 1. What Can Be Sold

**1.1** Except as set forth below, produce vendors may only sell items which were produced by the Vendor him/herself may be sold at the Market. Farm items produced by other local growers may be sold on a limited basis with prior approval of the Market Manager, an approved application from the source farm, and clear signage that identifies the source farm with labels describing the type of production method (certified organic, sustainable, or conventional) for each product.

**1.2 Agricultural & Nursery** – fruits, vegetables, herbs, flowers and other agricultural and horticultural products, dairy products, fish, and meats raised by the Vendor within a 200 mile radius of UMMC. Exceptions to the geographic limit will be considered by the Market Manager.

**1.3 Prepared Food** – processed foods generally prepared for off-site consumption, such as baked goods, jams, sauces. Foods should be locally sourced with at least 51% of every product’s ingredients coming from local sources in order to be included in the Market. Variances may be given for some categories of products (e.g., bread that has a majority of ingredients impossible to source locally).

**1.4 Value Added** – items made from local farm products by the producer (for example, goat milk soap from the goat dairy that is selling its milk or cheese at the Market).

### 2. Vendor Selection

**2.1** Vendors who produce local agricultural products are given priority over any other product category. Prepared food products will only be considered if the applicant can demonstrate that at least the primary ingredient is, and will continue to be, sourced through local producers and growers year-round. Furthermore, packaged foods may only be processed or manufactured by a Vendor in a licensed food establishment and packaged and labeled according to all applicable laws.

### 3. Health Practices, Permits and Food Safety

**3.1** Each Vendor must obtain all appropriate permits, licenses and/or certificates applicable to the goods sold. These documents must be displayed at all times during Market operating hours.

**3.2** All Vendors must dress appropriately; shoes and shirts are required. Smoking is not permitted by Vendors in or near the Market area.

**3.3** Vendors who provide food samples to Market customers are responsible for setting up their own temporary hand washing station (e.g., hand sanitizer, gloves or plastic water jug with a spigot that provides running water, soap in a dispenser, paper towels and a bucket to catch used water)

**3.4** No animals are allowed in any of the Vendor stalls with the exception of service animals.

**3.5** Every cooler must have a working thermometer.

**3.6** All food items must be kept at the appropriate temperatures at all times with the exception of food samples that are thrown away at the end of the Market.

**3.7** The Vendor is solely responsible for the damages resulting from the sale of unsafe, unapproved or unsound goods.

#### **4. Signage and Product Labeling**

**4.1** Consumers should clearly understand what they are buying, where it comes from, and how it was produced.

**4.2** Each booth must prominently display a sign clearly identifying the Vendor's farm or business by name and location. Vendors may have more than one sign.

**4.3** Signs with product lists and prices are strongly encouraged. Prices may not be lowered as the Market is closing.

**4.4** Labels identifying food as produced conventionally, sustainably or using certified organic methods may also be displayed.

#### **5. Booth Space**

**5.2** The space assigned is to be used solely by the Vendor whose name appears on the application and only for those products listed on the application and approved by the Market Manager.

**5.3** Stalls will be assigned to each Vendor on the day of the Market.

**5.4** Stall assignments take into consideration product mix, customer flow, and safety.

**5.5** Efforts will be made to keep Vendors in the same location each week.

**5.6** Vendors who are late to arrive on Market day (e.g., showing up at the Market less than 15 minutes before the start) may have to be relocated from their usual space.

**5.7** Each booth must be weighted immediately upon being put up with sufficient weight (30 lbs.) on each leg to prevent the tent from being moved by the wind. Vendors who come to the Market without weights will not be allowed to sell that day.

## **6.0 Parking**

**6.1** Parking spaces on Paca Street and Baltimore Streets bordering Plaza Park will be reserved for Vendors on a first come, first serve basis.

**6.2** Vendors must display the Market Vendor identification on their windshields.

**6.3** Vendors are responsible for paying the required fee via the street parking meters and placing the parking receipt on their dashboards. The maximum parking limit for this area is two hours. Therefore, the meter must be renewed every two hours during the course of the Market. If the parking meter is not operational, please use another meter to avoid a citation.

## **7. Market Hours, Dates and Location**

**7.1** The Market will open on the date specified on UMMC's website and will run every Tuesday until **November 24, 2020 unless otherwise stated**. Vendors are expected to participate until November 24, unless an exception is approved in writing by the Market Manager.

**7.2.** The Market reserves the right to suspend or cancel operations related to federal, state, local, or hospital restrictions related to COVID-19, or other reason as specified by UMMC.

**7.3** The Market's operating hours are 10:00 am to 2:00 pm. Vendors must be set up by 10:00 am in their assigned spots.

**7.4** The Market will run **RAIN or SHINE**. Vendors should plan accordingly. The decision to cancel the market related to severe weather will be at the discretion of the Market Manager and communicated to vendors by 8:00am on Market Day.

**7.5** Vendors are responsible for occupying the allocated booth space on the day of the Market. Vendors not able to attend are required to contact the Market Manager by phone or email **by 9:00 a.m. on Market day**.

**7.6** Absenteeism that has not been approved by the Market Manager in writing is cause for loss of right to participate in the Market.

## **8. Farmers Market Nutrition Program (FMNP), WIC Fruit and Vegetable Check (FVC), Debit/Credit tokens, and EBT/SNAP (Supplemental Nutrition Assistance Program, formally known as Food Stamps)**

**8.1** All Vendors who meet the standards for the FMNP set by the Maryland Department of Agriculture must accept Farmers Market Nutrition Program checks and Senior Farmers Market Nutrition Program checks. These FMNP farmers must follow all regulations and rules set forth by

the Maryland Department of Agriculture for program participants. FMNP farmer authorization should be displayed at the Vendor's booth. Vendors eligible to accept WIC Fruit and Vegetable checks may do so following the rules and regulations set forth by Maryland Department of Health & Mental Hygiene (DHMH).

**8.2** All eligible vendors must accept SNAP/EBT benefits and provide their own equipment.

## **9. Insurance**

**9.1** Vendors are required to maintain a commercial general liability insurance policy, with a minimum of \$500,000 in coverage. Vendor insurance policies should name the University of Maryland Medical System Corporation as an additional injured and should bear an endorsement waiving rights of subrogation against the Medical System. The Medical System does not provide any insurance coverage for Vendors. Vendors must produce a copy of their insurance certificate. . Failure to produce evidence of insurance when requested will result in eviction from participation in this Market.

## **10. Indemnification**

**10.1** Each Vendor shall indemnify and hold harmless the University of Maryland Medical System Corporation, University of Maryland, Baltimore, and its trustees, officers, employees, representatives, agents and affiliates (the "Indemnified Parties"), for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation in the Market. Vendor's indemnification obligations under shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Licensee shall not be obligated to indemnify University of Maryland Medical Center. for UMMC's sole negligence.

## **11. Role of the Market Manager**

**11.1** The Market Manager has final authority on-site to interpret and enforce rules and regulations related to the conduct of all Vendors and visitors of the Market. Vendors not complying with instructions or rules of the Market will be considered in breach of the Market rules and may be asked to vacate their booth immediately.

**11.2** The Market Manager may at his/her sole discretion revise these rules, and may alter operations of the Market at any time.

**11.3** Vendors agree to comply with the rules of the Market and abide by the final decisions of the Market Manager.

**11.4** Contact information for the Market Manager is as follows:

Kai Abelkis  
Sustainability Manager  
University of Maryland Medical Center  
22 S. Greene Street, NGW46C  
Baltimore, MD 21201  
303-929-2332  
Kai.Abelkis@umm.edu

I have read and understand the Market rules and agree to abide by them.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Farm or Business name, address, phone number, email

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_