



# HAWAII FARM BUREAU FARMERS' MARKET HANDBOOK

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UPDATED: AUGUST 2020

## HFBF LLC

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 @HFBfms

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 @HFB Farmers' Markets



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FARMERS' MARKETS HANDBOOK  
REVISED AUGUST 2020

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## 1. Introduction to Hawaii Farm Bureau Federation and HFBF LLC Farmers' Markets

The Hawaii Farm Bureau Federation (HFBF) was founded in 1948 and is the State's largest non-profit general agriculture organization representing approximately 2,000 farm and ranch family members statewide. The Hawaii Farm Bureau Federation mission is to serve as Hawaii's voice of agriculture to protect, advocate and advance the interests of our diverse agricultural community.

HFBF LLC, a wholly owned subsidiary of HFBF, is the owner-operator of farmers' markets on Oahu, which distinguish themselves from other farmers' markets by their emphasis and assurance to consumers that produce goods are Hawaii grown and that value-added products and foods use as many local ingredients as possible. HFBF LLC Farmers' Markets support the general operations of HFBF.

The principal goal of the Farmers' Markets is to support agriculture in Hawaii by providing a venue for farmers to sell Hawaii grown and produced products.

HFBF LLC Farmers' Markets strive:

- To give growers and producers of Hawaii agricultural commodities and other farm-related products alternative marketing opportunities;
- To promote the sale of Hawaii grown farm products;
- To improve the variety, freshness, taste, and nutritional value of produce available in the local area;
- To provide an educational forum for consumers to learn the uses and benefits of locally grown and produced products;
- To enhance the quality of life in Hawaii by providing a community activity which fosters social gathering and interaction; and
- To preserve Hawaii's unique agricultural heritage.

## 2. Definitions

- **HFBF LLC** refers to the owner-operator of the Farmers' Markets on Oahu, or its agents and representatives, such as the Market Manager or HFBF LLC staff.
- **Market Manager** refers to the on-site HFBF LLC representative at the Farmers' Market
- **Farmers' Market(s) or Market(s)** refers to HFBF LLC Farmers' Markets on Oahu.
- **Vendor** refers to the business operator and responsible party for the Farmers' Market booth rental.

### 3. HFBF LLC Farmers' Market Policies

#### FARMERS' MARKET POLICIES

- A Vendor in the Farmers' Markets shall support the mission and programs of HFBF and not act in a manner that is injurious to such goals and purposes and the best interest of HFBF or HFBF LLC.
- Absolutely no produce or plants grown out of state shall be allowed for sale.
- A Vendor who sells products from other farmers should have documentation (invoice, bill of sale) that these items were bought from another Hawaii farmer. The Vendor should also be familiar with the name, location, farm practices and other information pertinent to the farmers they represent. Proof of Hawaii origin should be available to HFBF LLC upon request.
- Farmers, the actual growers, shall always be given preference over other Vendors in the Market. This preference shall apply to participation as well as positioning in the Markets.
- A Vendor providing prepared foods in the Farmers' Markets shall, whenever possible, use locally grown products, such as, eggs, meats, fruits, juices and vegetables, in menus. Menu boards or displays shall identify local sources.
- When space at the Market is at a premium, priority shall always be given to farmers.

#### HFBF LLC Farmers' Market Rules and Regulations

The purpose of these rules is to govern and provide for the orderly operation, administration and management of the Farmers' Markets. It is not intended to burden participants, but to ensure the smooth, fair and efficient operation of the Markets. HFBF LLC and designated agents shall implement and enforce all rules and regulations pertaining to the operation of any Farmers' Market in a fair and equitable manner.

#### A. HFBF LLC MARKET LOCATIONS

##### **KCC Farmers' Market**

Location: Kapiolani Community College  
Address: 4303 Diamond Head Rd., Parking Lot C  
Day/time: Saturdays 7:30 am - 11:00 am  
This Market is Co-sponsored by the Culinary Institute of the Pacific at Kapiolani Community College.

##### **Mililani Farmers' Market**

Location: Mililani High School  
Address: 95-1220 Meheula Pkwy., Main Parking Lot  
Day/time: Sundays 8:00 am - 11:00 am  
This Market is Co-sponsored by Mililani High School.

##### **Leahi Neighborhood Farmers' Market**

Location: Kapiolani Community College  
Address: 4303 Diamond Head Rd., Parking Lot C  
Day/time: Tuesdays (March - September) 4:00 pm - 7:00 pm and Tuesdays (October - February) 3:30pm - 6:30pm  
This Market is Co-sponsored by the Culinary Institute of the Pacific at Kapiolani Community College.

### **Honolulu Farmers' Market**

Location: Neal Blaisdell Center

Address: 777 Ward Ave., Concert Hall Lawn

Day/time: Wednesdays 4:00 pm - 7:00 pm

This Market is Co-sponsored by the City and County of Honolulu.

### **Kailua Farmers' Market**

Location: Kailua Town Center

Address: 609 Kailua Rd., Parking Garage

Day/time: Thursdays 5:00 pm - 7:30 pm

This Market is Co-sponsored by Alexander & Baldwin.

## **B. VENDOR APPLICATION AND SELECTION PROCESS**

All persons intending to sell in the Farmers' Markets must, prior to participation in the Markets, file an application with HFBF LLC that verifies that they are the actual grower or producer, or shows bills from local farmers/growers of the specific items which they intend to sell in the Market. All Vendors shall allow HFBF LLC to inspect their production facilities at any time, with or without notice, so as to maintain the integrity of the Farmers' Markets as a locally grown or produced product venue

### **i. Vendor Application and Selection Process**

1. Review the Farmers' Market Handbook for compliance requirements.
2. Complete and submit a Vendor Application to HFBF LLC's office:

Mailing Address:

ATTN: Megan Kono  
Hawaii Farm Bureau  
P.O. Box 253  
Kunia, HI 96759

Email:

[farmersmarket@hfbf.org](mailto:farmersmarket@hfbf.org)

3. Vendor applications shall be reviewed by HFBF LLC
  - a. All existing Vendors shall be required to reapply annually, and preference shall be given to Vendors who are HFBF paid members in good standing and who are current on all Market payments
  - b. Vendor applications are reviewed to determine Vendor status: a grower, value-added provider or food vendor.
  - c. Vendor applications are evaluated based on the type of product(s) proposed for selling.
    - i. Ready-to-eat food/drink applicants who utilize eco-friendly, recyclable/compostable containers (i.e. plastic jars, jugs, to-go containers with #1 PET resin code, or #2 HDPE resin code) shall have priority over others.
  - d. Competitive Vendors shall be allowed into the Market at the discretion of HFBF LLC and on the space available basis.
  - e. New Vendors shall be contacted and asked to participate based on availability of space and evaluation of their application based on the above-mentioned criteria.
  - f. New Vendors must be an HFBF "Regular" member in good standing upon acceptance. All Vendors must be paid regular members. Membership fees are renewed each September for membership Sept. 1 - Aug. 31 of the following year. Current membership fee is \$90 plus applicable county dues. A membership application is available at [hfbf.org](http://hfbf.org).

ii. Documents Required:

All Vendors must have the following documents on file with HFBF LLC at least 7 business days prior to attendance at the Market:

- Copy of HFBF current paid active membership card
- Copy of signed application form
- Copy of State General Excise Tax License
- Signed Waiver releasing HFBF LLC of any liability
- Signed Vendor Agreement form
- (Prepared Food Vendors Only) Copy of Special Events Food Temporary Food Establishment Permit
- (Prepared Food Vendors Only) Copy of Food Handlers Certification
- Copy of business liability insurance policy naming the following as:

Name as "Additionally Insured" (each must be named as a separate certificate holder)		
For ALL Markets	HFBF LLC, organizer of the event P.O. Box 253 Kunia, HI 96759	
+ Attending Markets	KCC Farmers' Market	University of Hawaii / Kapiolani Community College 4304 Diamond Head Rd. Honolulu, HI 96816
	Mililani Farmers' Market	Mililani High School 95-1200 Meheula Pkwy. Mililani, HI 96789
	Honolulu Farmers' Market	City and County of Honolulu Department of Enterprise Services Neil S. Blaisdell Center 777 Ward Ave. Honolulu, HI 96814  Elite Parking 900 Fort St. Mall #300 Honolulu, HI 96813
	Kailua Farmers' Market	A&B Properties Hawaii, LLC 151 Hekili St. Suite #230 Kailua, HI 96734  ABP Windward LLC, Land Owner ABL Hamakua LLC A&B Properties Hawaii, LLC

### C. ITEMS FOR SALE AT THE FARMERS' MARKET

- Absolutely no produce or plants grown out of state shall be allowed for sale.
- Produce, plants, value-added products and food sold at the markets shall be identified on the application and approved by HFBB LLC prior to sales in the Market. Any new produce, plants, value-added products and food sold at the Markets shall be submitted as an addendum to the application and must be approved by HFBB LLC prior to sales in the Market (see New Item Request Form).
- A Vendor may sell items with their company logo (t-shirts, aprons, caps, etc.) with prior approval as long as these are not the primary items for sale in the Vendor's booth. All other non-edible products are not allowed in the Market for sale.
- All beverages sold need to be bottled or produced in Hawaii. This applies to soft drinks, bottled water, tea, coffee and other items sold in the Market.
- Alcoholic beverages are not permitted at the Market.
- All ready-to-eat, processed and value-added food products must be made in Hawaii in a certified commercial kitchen permitted under the Hawaii Department of Health, Title 11, Administrative Rules, Chapter 12, Food Establishment Sanitation.
- Food items must be produced and sold according to the applicable state and federal government regulations and in accordance with "prepared food regulations."
- All produce must meet grade standards including labeling as requiring by law. Any items not meeting requirements for sale are subject to removal. Such removal is considered a violation of Market rules and is subject to disciplinary action.

### D. VENDOR BOOTH REQUIREMENTS

#### i. Booth Dimensions:

A regular "booth" or is defined as one 10' x 10' tent plus the space left "behind" the booth only if there is a curb to the rear. At no time should any Vendor have to give up paid space to accommodate another. If a tent size is larger than 10' x 10', the Vendor shall pay for additional stall(s) accordingly (e.g. 13' x 13' tent - 2 paid stalls, 15' x 15' tent - 2 paid stalls, 20' x 20' tent - 2 paid stalls, 30' x 10' - 3 paid stalls, etc).

#### ii. Vendor Requirements for Booth Use:

- Stall dimensions must be adhered to all times, with no signage allowed outside 1' of the booth footprint.
- Selling can only be done in designated areas.
- Stalls may be shared with the approval of HFBB LLC and proof of appropriate permits, licenses, and product approval.
- Vendors sharing a booth must provide signage for consumers that identifies each Vendor and contact information.
- Vendors may not sublet stall space to others.
- If a Vendor relinquishes ownership of their business to another owner, the new owner must apply for admission as a new Vendor to the Market. (See page 5. b. Vendor Application and Selection Process).
- All Vendors are required to clean up their stall following the close of the Market. Failure to do so shall result in a fee (equal to the amount of professional cleaner), and a written infraction and/or loss of future Vendor opportunities.
- Overnight parking is prohibited.



- All Vendors must provide emergency contact names and phone numbers to HFBF LLC and this information should be updated when necessary.

iii. Vendor Booth Assignment:

Vendor booths are assigned by HFBF LLC and determined by the type of products being sold. A regular Vendor is generally assigned the same space each week. However, this is subject to change at the discretion of HFBF LLC.

iv. Fees for Booth Rental:

Vendor fees are determined by classification in one of three categories based on the type of products sold and the producer of those products. HFBF LLC shall determine the classification of Vendors.

**Tier 1:** Farmers selling farm produce only. These farmers must represent the farm where produce is grown and can only sell Hawaii grown farm produce. Other locally grown produce may be sold and farm sources must be submitted to HFBF LLC. Names of farm sources must be displayed in the booth. Vendors cannot sell any value-added food products.

**Tier 2:** Farmers selling farm products and/or value-added products. These farmers must represent the farm where the products are grown and can sell Hawaii grown products and value-added products from other local sources. Value-added products include prepared food. Farm sources must be submitted to HFBF LLC. Names of farm sources must be displayed in the booth.

**Tier 3:** All non-farmers at the Market shall be classified in this group. Non-farmer Vendors are those who sell approved, prepared food or value-added farm products using locally grown ingredients whenever possible. Names of farm sources must be displayed in the booth.

v. Payments for Booth Rental:

**Weekly fees are as follows per booth (10' x 10'):**

Tier	KCC Market	Leahi, Honolulu & Kailua Markets
Tier 1	\$40	\$30
Tier 2	\$60	\$35
Tier 3	\$80	\$40
* For multiple booths, Vendor fees are multiplied by number of booths needed/agreed upon.		

Mililani Market	
All Tiers 1 booth - (10' x 10' tent)	\$35
All Tiers 2+ booths	\$55

- New Vendors accepted into the Market must make a deposit of one month's worth of Farmers' Market fees. Deposit fees shown above. Deposit secures Vendor's space at the Farmers' Market(s).

- Deposit shall be refunded at the end of Vendor's business with HFBF LLC or go towards the last month of payment for scheduled Farmers' Market(s).
- Monthly post payments are required. The invoice will reflect the previous month's market fees and will have a net 15-day due date.
- Failure to pay by the last day of the month shall result in forfeiture of Vendor's assigned space and may result in forfeiture of Vendor's participation in the Market.
- Only checks, money orders, cashier's checks or credit card payments are acceptable for Vendor fees.  
Checks should be payable to the **HFBF LLC** and mailed to or dropped off at HFBF LLC's office (All returned checks shall be assessed a fee of \$25.):

Mailing Address:  
HFBF LLC  
PO Box 253  
Kunia, HI 96759

Physical Address:  
Hawaii Farm Bureau  
92-1770 Kunia Rd.  
Kunia, HI 96759

- HFBF LLC is responsible for the invoicing and collection of fees. HFBF LLC has the right to terminate or cancel of Vendor's Farmers' Market application/agreement if Vendor fails to pay HFBF LLC. Past due accounts may be sent to a collection agency.

#### E. VENDOR SET UP REQUIREMENTS AND BOOTH MANAGEMENT

Failure to comply with all set up and booth management requirements may result in a suspension of Vendor's privilege to sell at the Market.

##### i. Set Up Start Time:

KCC Farmers' Market - 5:15 am

Leahi Neighborhood Farmers' Market - Summer Hours: 2:30 pm | Winter Hours: 2:00 pm

Honolulu Farmers' Market- 2:30 pm

Kailua Farmers' Market - 3:30 pm

Mililani Farmers' Market- 6:30 am

Vendors must arrive at least 30 minutes prior to the start of the market.

##### ii. Set Up and Traffic Management:

A Vendor may leave a vehicle parked parallel to the curb within the Vendor's assigned space or Vendor may unload and park the vehicle in the assigned parking area, as directed by HFBF LLC. All vehicles must be out of the Market area 30 minutes before Market opening. No vehicles are allowed in the Market area 30 minutes before Market opening. If Vendor arrives later than this, Vendor must carry items into the Market to set up. Vendors who leave the Market earlier under special circumstances cannot bring their vehicle into the Market area. A Vendor also may not stay longer than one hour following the close of a Market.

##### iii. Start of the Market:

A horn blast or other indication (i.e. triangle, cow bell, On-Site Market Manager notification) shall signal the start of the Market. No selling shall be allowed before the market start signal unless notified by the on-site coordinator.

iv. Equipment and Fire Extinguishers:

Vendors must provide their own tables, tents, and equipment necessary for their individual businesses. Tents should fit within the space allotted (subject to permitted overhangs as previously described in booth space section) and must be set up with appropriate weights on each post to keep tents stable in the wind. Vendors serving food shall be responsible for their own equipment as well.

At minimum, each Vendor shall provide one fire extinguisher with a minimum rating of 2A-10B: C in booth. Whenever deep-fry cooking and/or grease laden vapors are produced, the Vendor shall have a fire extinguisher with a minimum of 40B: C or Class K as required by the Honolulu Fire Department.

v. Scales:

Purchases based on produce weights must be weighted on a certified scale. Vendors using scales must have them calibrated and registered with the State Department of Agriculture. Appropriate documentation should be with the Vendor on site at the Market and available upon request by HFBB LLC.

vi. Signage:

All Vendors must have signage identifying their farm or business prominently displayed and including contact phone numbers. Signs for products and prices should be legible and clearly displayed. All signage other than the name of business and pricing information must be approved by HFBB LLC.

vii. Pricing:

Pricing of goods sold at the Market is solely the responsibility of the individual Vendor.

viii. Cash Transactions:

Vendors with more than 10 cash transactions per day are required by the Department of Taxation to have a documented record system and must offer a receipt or other record of transaction. From time to time, the Hawaii State Department of Taxation may approach Vendors at the Market for verification of receipts from cash transactions of the Vendor's documented record system.

ix. Vendor Payment of Taxes:

All Vendors must report all income received to the appropriate taxation authorities and pay all applicable taxes, including but not limited to general excise, state and federal income taxes, municipal taxes, etc. Vendor further represents and warrants it shall indemnify and hold harmless HFBB LLC for any failure to pay with applicable taxes. Vendors must follow all Hawaii State, County, and Federal tax laws. Any tax violations may lead to cancellation of Vendor participation at the Market. Upon remedy of the violation, the Vendor may be considered for the return to the Market upon availability of booth space.

x. Removal of Trash:

Vendors are responsible for maintaining cleanliness in their booth and immediate surrounding area. Vendor shall provide a small trash can for refuse when samples are provided. Each Vendor is responsible for their own trash and must take their trash home with them instead of filling the Market trash cans and dumpsters, according to the Market's agreement with the landlords.

xi. Removal of Cooking Oil:

Vendors must take discarded oil and grease with them. No oil of any kind can get on the ground, sidewalk, or other areas in the Market locations. All Food Vendors must use a

ground covering under any cooking (e.g. cardboard). Any violators shall be responsible for costs incurred for cleaning by HFBF LLC.

#### F. PREPARED AND PROCESSED FOOD VENDOR REQUIREMENTS

In addition to the business documents listed above, Vendors cooking and serving food, including farmers who are sampling their products to customers, must adhere to all State of Hawaii Department of Health (DOH) Title 11, Hawaii Administrative Rules, Chapter 12, Food Establishment Sanitation regulations and must prepare their foods in a certified commercial kitchen. Food Vendors must also have the following:

- i. **Special Events Food Establishment Permit:**  
Special Events Food Establishment Permit obtained from the Sanitation Branch of the DOH, per the Department of Health (DOH) Title 11, Hawaii Administrative Rules, Chapter 12, Food Establishment Sanitation. Vendors are responsible for maintaining a current permit for each market of participation. A copy of the current permit must be submitted to HFBF LLC. Vendors shall be prohibited from participating if the sanitation permit is not issued or current. Please have a copy of your permit or waiver with you at the Market, as periodic inspections by the DOH Sanitation Branch will ask to see permit.
- ii. **Food Handlers Certification:**  
A new mandate from the Sanitation Branch of the Department of Health (DOH) effective September 2018, requires a Food Handlers Education Certification for at least one employee present at every food establishment during normal market hours. Go to the following link for more certification information: <http://health.hawaii.gov/san/food-safety-education/>. The Certification is a free of charge and is valid for 3 years from the date of successful completion. A copy of the Certification must be submitted to HFBF LLC.
- iii. **Hand Washing Stations:**  
Food Vendors are required to have their own hand washing stations within their booth pursuant to Department of Health (DOH) Title 11, Hawaii Administrative Rules, Chapter 12-66, Food Establishment Sanitation. It could be as simple as a cooler with a hands-free spigot, receptacle for catching water, paper towels and antibacterial soap.
- iv. **Fire Extinguishers:**  
Food Vendors cooking on premise must have a fire extinguisher with them. Whenever deep-fry cooking and/or grease laden vapors are produced, the Vendor shall have a fire extinguisher with a minimum of 40B: C or Class K as required by the Honolulu Fire Department.
- v. **Grills and Cooking Equipment:**  
Food Vendors may use propane fired grills and cooking equipment and follow standard safety practices as required by the Honolulu Fire Department. Charcoal grills are not allowed. At minimum, each Vendor shall provide one fire extinguisher with a minimum rating of 2A-10B: C in the booth. Whenever deep-fry cooking and/or grease laden vapors are produced, the Vendor shall have a fire extinguisher with a minimum of 40B: C or Class K as required by the Honolulu Fire Department.
- vi. **Centers for Disease Control Recommendations:**  
The Centers for Disease Control and the Food and Drug Administration strongly recommend three barriers when handling ready-to-eat foods: (i) ensuring that no food handlers are ill, (ii) promoting effective hand washing by food handlers, and (iii) avoiding bare hand contact with ready-to-eat foods.

- vii. Violation to Department of Health Requirements:  
Any Department of Health violations may lead to cancellation of Vendor participation at the Markets. Upon remedy of the violation, the Vendor may be considered for return to Market upon availability of space.

#### G. ATTENDANCE, ABSENCES, CANCELLATIONS AND DISCONTINUATION

i. Attendance:

Consistency and customer service are essential for the success of the Farmers' Market. A Vendor who participates in the Farmers' Market must make a 6-month commitment and be present at the Market each week of that 6-month period. Vendors must understand that the Farmers' Market exists to support agriculture in Hawaii by providing a venue for farmers in the state of Hawaii to sell Hawaii grown and produced products and to promote HFBB's message to "buy locally grown." If the Vendor is unable to make this weekly commitment, it is required that a well-trained Manager be available to talk to customers about the Vendor's farm, ranch and products. The Vendor of record must be present a minimum of once a month.

With prior approval from HFBB LLC, a Vendor may modify the monthly schedule. For example, once a month, every other week, the first and third week of each month, etc. It is required that the Vendor be present at the Farmers' Market on their scheduled day.

An excused absence does not apply to these attendance requirements.

- Reduced Vendor Fee Due to Rainy / Disruptive Weather: Vendors are expected to participate in the Markets regardless of the potential for rain. HFBB LLC shall determine if a reduced Vendor fee of a reduced Vendor fee will be applied to billing.

ii. Absences:

Absences due to illness, injury, death, personal family matters that affect one's ability to supply produce or product and staffing for the booth, equipment failure, lack of produce or product due to weather or other natural or manmade calamity are excused with the discretion of HFBB LLC. Absences need to be reported to HFBB LLC with at least 24-hour notice to be considered an excused absence with no penalty. All other excused absences shall be granted on the discretion of HFBB LLC.

An unexcused absence occurs when a Vendor does not show up for the Market on the scheduled day with no prior notification to the HFBB LLC or gives less than 24-hour notice of absence. This "no show" is very disruptive to Market operations and has a negative impact on good customer relations. The penalty for an unexcused absence shall be the forfeiture of the fee for that day.

Should a Vendor have more than three (3) unexcused absences, the Vendor shall be advised that upon the fourth unexcused absence, they will incur a suspension/termination determined by HFBB LLC, forfeiting the booth and therefore, must reapply to HFBB LLC and be evaluated for return to the Market. The unexcused absences are a matter of permanent Vendor record.

In the event of an excused or unexcused absence, HFBB LLC may fill the vacant booth with a temporary Vendor from the current pool of eligible Vendors.

Excused absences for extended period of time shall be submitted to HFBB LLC. Excused absences of extended periods severely compromise the Farmers' Market's ability to provide a year around showcase for locally grown and locally manufactured products. HFBB LLC also recognizes that all current and former Vendors are important to the

continued success of the Farmers' Market. Therefore, the following policy shall be in effect for prolonged absences:

Duration of Excused Absence	Return Rights to Current Booth	Return Rights to Farmers' Market	Market Manager Action
1 week	Yes	Yes	May fill booth with a temporary Vendor from the existing pool of Vendors or a Vendor on a trial basis.
2 consecutive weeks	Yes	Yes	
3 consecutive weeks	Yes	Yes	
4 consecutive weeks	Yes	Yes	May fill booth with a temporary Vendor from the existing pool of Vendors or a Vendor on a trial basis that has the ability to sell similar produce or product as that of the excused Vendor.
5 consecutive weeks	No	Yes	<ul style="list-style-type: none"> <li>• May fill booth with a permanent Vendor from (1) the existing pool of Vendors, (2) the current temporary Vendor or (3) a new Vendor.</li> <li>• The Vendor with the excused absence may return to the Farmers' Market if booth space is available. If no booth space is available, the Vendor shall be placed on file.</li> </ul>

The Farmers' Market is no different than a traditional retail establishment. The holiday months of October, November and December are especially critical in meeting the needs of our customers; they have come to expect the produce and food products that they have purchased during the past nine months. HFBB LLC shall not allow the credibility, consistency and quality of the Farmers' Market to be adversely affected. A Vendor who chooses an excused absence during this 3-month period forfeits his return rights to the booth and to the Farmers' Market. The Vendor must reapply to HFBB LLC as a new Vendor. The Vendor can retain the booth space with an advance payment of 50% of the current weekly space fee over the duration of the absence. HFBB LLC shall make the final decision on all matters involving excused and unexcused absences.

iii. Cancellations:

- **Farmers' Market Cancellation:** If a circumstance arises where the Market needs to be cancelled, the Farmers' Market General Manager shall announce a scheduled cancellation. Vendors shall be given the information as soon as it is available via text message and email notification. In the event of a Civil Defense, State or Federal alert for tsunami, hurricane, terrorist attack, war or a major life-threatening or property damaging disaster, the Farmers' Markets shall be cancelled by HFBB LLC. Vendors will not be charged for a market cancelled by HFBB LLC.
- **Rainy Weather Cancellation:** Vendors are expected to participate in the Markets regardless of the potential for rain. Weather forecasting is not always accurate. Therefore, HFBB LLC shall assess the weather conditions on that day and cancel the Market if it is deemed hazardous to the Vendors and customers, damaging to merchandise and equipment or impacting business in a negative manner. Vendors will not be charged for a market cancelled by HFBB LLC.

iv. Discontinuation:

Vendors must give at least a 1 month notice for a discontinuation of a Market. Failure to do so will jeopardize ability to participate in any current and future HFBB LLC's Farmers' Markets.

## H. MARKET PLACE ENVIRONMENT

### i. Creating a Professional, Friendly Market Experience:

1. HFBB LLC reserves the right to govern the Market in a manner consistent with good business practices and believe Vendors must present themselves in a professional manner at all times. This includes:
  - a. All sellers must be properly dressed in clean clothes
  - b. All sellers must wear appropriate footwear at all times
  - c. All sellers must exercise appropriate hygiene when handling food products
2. All Vendors shall respect and treat each other kindly. No foul or threatening language allowed. Offensive remarks shall not be tolerated.
3. All Vendors shall refrain from soliciting other Vendors in the Market area during Market hours.
4. All Vendors shall represent themselves in a professional manner when interacting with customers and other vendors. Vendors shall not discriminate in any manner against customers or other Vendors.
5. All Vendors shall maintain a clean, attractive display of their booths.
6. All Vendors shall refrain from playing explicit loud music. Volume must be a "neighbor-friendly" level (determined by HFBB LLC staff). Music approval shall be granted on the discretion of HFBB LLC staff.
7. All Vendors shall respect the right of market customers to come to a clean and family-friendly atmosphere where they feel safe and welcome - shouting or hawking is not permitted.
8. Smoking by Vendors is not permitted in the Market area.
9. Vendor's animals are not allowed in the Market area except for Service animals.
10. Children of Vendors under the age of 10 must be under control of their parents or guardian at all times.
11. No soliciting by charitable or activists' groups in Market area unless approved by HFBB LLC prior to Market.

### ii. Restrooms at the Farmers' Market:

- KCC Farmers' Market - City facilities near the Diamond Head end of the Market or Kapiolani Community College facilities (Ohia & Ilima Building).
- Mililani Farmers' Market - Building C.
- Leahi Neighborhood Farmers' Market - City facilities near the Diamond Head end.
- Kailua Farmers' Market - Neighboring retail establishments.
- Honolulu Farmers' Market - Concert Hall.

### iii. Community Booths:

Agriculture-related informational booths that adhere to policies and objectives of HFBB LLC shall be allowed to participate in the Markets upon space availability and approval of HFBB LLC. Farmers' Market landlords may also request community or informational booths. Otherwise, other business, community and non-profit groups cannot be accommodated.

### iv. Pet Friendly Policy:

All HFBB LLC Farmers' Markets are pet-friendly, allowing pets as long as they are hygienic and safe in the general common areas of the of the farmers' market. Pets are not allowed in the temporary food establishment permitted booths (Department of Health Rules). Pets that are present at the market must be supervised and leashed at all times

and the owners must also clean up after their pet(s). Pets shall not pose threats to other customers, vendors, or staff, or disrupt the market operations. Pets will be allowed at market manager's discretion. If pet poses any threat, the market manager has discretion to not allow pet in market place.

I. HFBF LLC FARMERS' MARKET COMMUNICATIONS

i. Maps and Vendor Newsletter Updates:

A list of space assignments and any information for the upcoming Market can be viewed at HFBF website ([hfbf.org](http://hfbf.org)) under Farmers' Markets. A hard copy tip sheet is handed out to KCC shoppers each week with a list of featured Vendors, map, and other information. Vendor updates, announcements and other information may be submitted to the HFBF LLC and upon approval may be posted on the website and tip sheet by the Sunday prior the week of participation.

ii. Complaints and Compliments:

Complaints must be directed to the attention of HFBF LLC

in writing to:

HFBF LLC  
P.O. Box 253  
Kunia, Hawaii 96759

or email:

[farmersmarket@hfbf.org](mailto:farmersmarket@hfbf.org)

Complaint resolution of matters of the nature is the responsibility of HFBF LLC. Compliments about the Farmers' Market or its management are also appreciated and may be submitted in writing to HFBF LLC.

iii. Accidents/Altercations/Other Incidents:

The Market Manager on duty should be contacted immediately when an incident involving either customers or Vendors occurs, no matter how minor the incident may appear. The Market Manager shall (1) assess the situation, (2) call emergency services, if necessary, (3) inform HFBF LLC and (4) submit a written incident report to HFBF LLC and Vendor file.

J. HFBF LLC ON-SITE FARMERS' MARKET MANAGER:

i. On-Site Market Manager Role:

The On-Site Market Manager's job is to coordinate all of the activities of the weekly operations of the Markets. This includes oversight of the Market set-up and breakdown, clean-up, weekly stall assignments and assuring Vendor compliance with all Farmers' Market rules and regulations. The On-Site Market Manager also acts as a conduit of information from the Vendors and customers to the HFBF LLC. The On-Site Market Manager has complete authority to interpret and implement policy and rules and regulations at all Market sites. Any concerns and proposals may be submitted in writing to the HFBF LLC.

Stall Inspections: HFBF LLC On-Site Market Manager will conduct daily booth inspections at each market to ensure compliance with Federal, State, County and HFBF LLC Market Rules and Regulations. On-Site Market Manager will communicate with Vendor to assist with compliance and corrections as needed. HFBF LLC Staff also reserves the right to perform a more thorough booth audit at any market for any reason.



ii. Oversight of Vendor Compliance to Market Policies and Rules:  
HFBF LLC shall pursue the following procedures in the event a Vendor violates any of the Farmers' Market policies, rules and regulations. The number of offenses is not necessarily related to one particular violation. All infractions shall be noted in writing and placed in the Vendor's file at HFBF LLC office for future reference, with a copy sent to the Vendor.

1. **1<sup>st</sup> Offense:** The Vendor shall be notified verbally by the Market Manager of the rule violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or when applicable by the next scheduled Market. If the Vendor fails to correct the violation at the time of contact or by the next scheduled Market, they may be asked to leave the Market immediately.
2. **2<sup>nd</sup> Offense:** The Vendor shall be notified verbally by the Market Manager of the rule violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or when applicable by the next scheduled Market. If the Vendor fails to correct the violation at the time of contact or by the next scheduled Market, they may be asked to leave the Market immediately.
3. **3<sup>rd</sup> Offense:** The Vendor shall be notified verbally by the Market Manager of the rule violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or when applicable by the next scheduled Market. If the Vendor fails to correct the violation at the time of contact or by the next scheduled Market, they may be asked to leave the Market immediately.
4. **4<sup>th</sup> Offense:** The Vendor will be either Terminated, suspended for up to 12 months, and/or added a 4<sup>th</sup> Offense Fine.

The Vendor shall be advised that any further offense may be cause for suspension or termination from all Farmers' Markets. HFBF LLC shall determine the level of corrective action which may result in suspension up to 12 months or termination from all Markets.

HFBF LLC reserves the right to terminate Vendor participation in the Farmers' Markets immediately if the offense warrants such action. These include but are not limited to acts of violence and selling produce and products that are not grown or produced in Hawaii. No portion of any membership fees or weekly fees shall be refunded to any Vendor if terminated from participation in HFBF LLC Farmers' Markets.