



# HAWAII FARM BUREAU FARMERS' MARKET HANDBOOK

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## FARMERS MARKETS HANDBOOK

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## About 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.

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 Mission

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The Hawaii Farm Bureau Federation's mission is to serve as Hawaii's voice of agriculture to protect, advocate and advance the interests of our diverse agricultural community.

### The Goal

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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.

### Definitions

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- **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.

## **HFBF LLC 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 Market Locations**

### **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 4:00 pm – 7:00 pm

This Market is Co-sponsored by Alexander & Baldwin

### **KCC Farmers Market**

Location: Kapiolani Community College

Address: 4303 Diamond Head Rd., Parking Lot B

Day/time: Saturdays 7:30 am – 11:00 am

This Market is Co-sponsored by the 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

## Vendor Application and Selection Process

This information pertains to businesses applying to come a HFBB LLC Farmers Market vendor.

HFBB LLC is committed to creating a diverse marketplace with the highest quality, locally produced products available. HFBB LLC will not be bound to apply a particular set of selection criteria in every instance and reserves unconditional discretion to accept or refuse any business as a HFBB LLC Farmers Market vendor.

### Vendor Selection Process

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1. Review the Farmers Market Handbook for compliance requirements.
2. Complete and submit an electronic vendor application to through the online portal portal. Paper applications will not be accepted.
  - Application for the Honolulu Farmers Market:  
<https://marketspread.com/login/?next=%2Fmarket%2F17590%2Fhonolulu-farmers-market%2Fapply%2Fintro%2F>
  - Application for the Kailua Farmers Market:  
<https://marketspread.com/login/?next=%2Fmarket%2F17591%2Fkailua-farmers-market%2Fapply%2Fintro%2F>
  - Application for the KCC Farmers Market:  
<https://marketspread.com/login/?next=%2Fmarket%2F17587%2Fkcc-farmers-market%2Fapply%2Fintro%2F>
  - Application for the Mililani Farmers Market:  
<https://marketspread.com/login/?next=%2Fmarket%2F17589%2Fmililani-farmers-market%2Fapply%2Fintro%2F>
3. Vendor applications shall be reviewed by HFBB LLC.
  - All existing vendors shall be required to reapply annually, and preference shall be given to Vendors who are HFBB paid members in good standing and who are current on all market payments
  - Vendor applications are reviewed to determine vendor category: a grower, value-added provider or food vendor.
  - Vendor applications are evaluated based on the type of product(s) proposed for selling.
  - Competitive vendors shall be allowed into the market at the discretion of HFBB LLC and on the space available basis.
4. New vendors shall be contacted for a vendor interview (farm visit and/or product tasting).
5. Approved vendors will be asked to participate based on availability of space and evaluation of their application based on the above-mentioned criteria.
6. New vendors must be an HFBB “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 [www.hfbb.org](http://www.hfbb.org).

## **Documents Required**

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All accepted vendors must have the following documents on file with HFBF LLC at least 7 business days prior to attendance at the market, unless less lead time is given at the sole discretion by HFBF LLC. Failure to provide all required documents by required date will jeopardize Vendor's participation in Farmers Markets:

- Copy of State General Excise Tax License
- Agreement of Waiver releasing HFBF LLC of any liability
- Proof of HFBF current paid active membership
- Signed Vendor Agreement form
- Copy of Certificate of Liability business insurance policy naming necessary parties as additionally insured
- (Prepared Food Vendors Only) Copy of Special Events Food Temporary Food Establishment Permit

## **Vendor Classifications**

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### **Tier 1: Farmer (Online application vendor type: Farmer)**

- 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: Farmer producing value-added (Online application vendor type: Farmer/Dealer)**

- 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: Non-farmer (Online application vendor type: Served/To Go Foods, Specialty Food Artisan, Material Goods/Craft/Flea/Art)**

- 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.



## **Products Welcome**

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All products must be grown, raised, caught, gathered or produced by the vendor and must be pre-approved before being sold at the market.

HFBF LLC Farmers Markets are strictly a food and farms marketplace. We are interested in showcasing locally grown, raised, sourced and produced products.

## **Products Not Accepted**

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HFBF LLC does not allow the sale of the following items:

- Crafts
- Clothing
- Services
- CBD products
- Non-food items unless grown and processed by the producers (e.g., flowers, beeswax products, herb tinctures)

## **General Acceptance Criteria for All Vendors**

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1. Agriculture
  - Priority is given to local farmers and producers who bring products to the market that are 100% grown and harvested in Hawaii.
  - Farmers and ranchers have priority over food vendors.
2. Product quality
  - Consistently high product quality: fresh, flavorful and ripe.
  - Clean and attractive display.
3. Food safety
  - Vendors adhere to highest standards in safe food production and handling. This includes all county, state and federal food safety regulations.
  - Vendors are encouraged to display any certifications to customers.
4. Diversity in the market
  - We reserve the right to prioritize businesses that directly support our mission.
5. Balance of products
  - We strive to maintain a wide variety of products at the markets. Products that are unique or new to our markets will be prioritized to avoid product duplications.
6. Seniority
  - Number of years a vendor has sold at HFBF LLC Farmers Markets.
  - Number of HFBF LLC Farmers Markets at which a vendor sells.
  - Positive attendance record.
  - History of compliance with market rules.

## **Waitlist**

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HFBF LLC may decide it necessary to place a Vendor on the waitlist. Placement on the waitlist does not guarantee participation in the Farmers Markets. In the event that space becomes available, HFBF LLC will review the waitlist Vendor Applications consistent with the selection process identified above.

## **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.

### **Probation Period for New Vendors**

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All new Vendors will be put on a probation period for their first six (6) months. During this probation period, the new Vendor will be evaluated with its ability to comply with Market rules and its compatibility with overall Market fit and HFBF LLC's Farmers Market's mission. In the event a new Vendor violates any rules during their probation period and/or HFBF LLC deems Vendor as not a good fit for the Market, the new Vendor may not be allowed to participate in any of HFBF LLC's Farmers Markets.

### **Items for Sale at the Farmers Markets**

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- 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 HFBF 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 HFBF 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.

## **Vendor Booth Requirements**

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### **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.).

### **Vehicles in Booth Space**

- All vehicles parked behind the Vendor’s booth must be pre-approved by the Farmers Market staff.
- Enabling of parking to rear of Vendor’s booth is based on space availability and market layout. Approval is granted at Farmers Market staff discretion.

### **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.
- 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.
- Vendor’s tent must be securely tied down with weights of at least 20lbs on each leg.
- Stalls may be shared with the approval of HFBF 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.
- All Vendors must provide emergency contact names and phone numbers to HFBF LLC and this information should be updated when necessary.

### **Prohibited Activities**

- Vendors may not sublet stall space to others.
- Overnight parking is prohibited.

## **Relinquishing Ownership**

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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.

## **Attendance and Absence Policies**

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### **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 HFBF'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 HFBF 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.

### **Absences**

Absences due to illness, injury, death, or 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 any force majeure event are excused with the discretion of HFBF LLC. Absences need to be reported to HFBF LLC with at least 48-hour notice to be considered an excused absence with no penalty. All other excused absences shall be granted on the discretion of HFBF 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 HFBF LLC or gives less than 48-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.

If a Vendor has three (3) unexcused absences, the Vendor shall be advised that a fourth unexcused absence will result in a suspension or termination determined by HFBF LLC. If terminated, the Vendor will forfeit the booth and must reapply to HFBF 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, HFBF 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 HFBF 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. HFBF 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:

<b>Duration of Excused Absence</b>	<b>Return Rights to Current Booth</b>	<b>Return Rights to Farmers Market</b>	<b>Market Manager Action</b>
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.

### **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.

### **Soliciting at the Farmers Markets**

No soliciting by charitable or other groups in Market area unless approved by HFBB LLC prior to Market.

## **Safety and Market Logistics**

Failure to comply with all safety and market logistic requirements may result in a suspension of Vendor's privileges to sell at the Market.

### **Booth Set Up and Breakdown**

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#### **Set Up Start Time**

- Honolulu Farmers Market: 2:00 PM
- Kailua Farmers Market: 2:00 PM
- KCC Farmers Market: 5:00 AM
- Mililani Farmers Market: 6:00 AM

Vendors must arrive at least 30 minutes prior to the start of the market. All vehicles must be out of the Market area 30 minutes before Market openings unless vehicle behind booth space is preapproved by Farmers Market Staff. 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.

#### **Breakdown Time**

- Honolulu Farmers Market: 7:00 – 8:00 AM
- Kailua Farmers Market: 7:00 – 8:00 AM
- KCC Farmers Market: 11:30 – 12:30 PM
- Mililani Farmers Market: 11:00 – 12:00 PM

Vehicles are allowed back in to the Market area for loading purposes upon Market Coordinator approval. Vendors may not stay longer than one hour following the close of the Market.

### **Unloading and Loading Etiquette; On-site Driving**

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#### **Unloading and Loading Etiquette**

In order to decrease traffic congestion, Vendors have 20 minutes to unload/load market equipment in booth space. Vendors are not to fully "set up" their booth (selling ready). Vendors are to "drop" booth equipment in a condensed fashion, park vehicle in designated Vendor parking, then return to set their booth up.

#### **On-site Driving**

Please drive slowly and carefully while in the Market area.

## **Basic Booth Set Up Requirements and Management**

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### **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.

### **Pricing**

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

### **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.

### **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.

### **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.

### **Start of the Market**

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- 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 Market Manager.



## **Food Safety and Sampling**

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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.

### **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.
  - (iii) Avoiding bare hand contact with ready-to-eat foods.

### **Food vendors must have the following:**

- 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.
- 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.
- Fire Extinguishers:
  - Food Vendors cooking on premise must have a fire extinguisher with them. 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.
- 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. Propane tank must be secured in a container to prevent tipping and placed away from cooking area. Charcoal grills are not allowed.

## **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.

## **Trash Disposal**

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### **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.

### **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.

## **Electricity**

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Vendors are to provide their own source of electricity. HFBF LLC is not responsible for providing any electricity needs.

## **Restrooms at the Farmers Markets**

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- KCC Farmers Market: City facilities near the Diamond Head end of the Market or Kapiolani Community College facilities (Ilima Building).
- Mililani Farmers Market: Building C.
- Kailua Farmers Market: Lau Hala retail establishment.
- Honolulu Farmers Market: Concert Hall.

## **Children of Vendors**

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Children of Vendors under the age of 10 must be under control of their parents or guardian at all times.

## **Market Cancellations by HFBF LLC**

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### **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 HFBF LLC.
- Vendors will not be charged for a market cancelled by HFBF LLC.

### **Weather Related Cancellation**

- Vendors are expected to participate in the Markets regardless of the potential for rain.
- Weather forecasting is not always accurate.
- Therefore, HFBF 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 HFBF LLC.

## **Pets in the Market**

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All HFBF 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 marketplace.

## **Vendor Conduct**

### **Creating a Professional, Friendly Market Experience**

HFBF LLC reserves the right to govern the Market in a manner consistent with good business practices and believes Vendors must present themselves in a professional manner at all times. This includes:

- All sellers must be properly dressed in clean clothes.
- All sellers must wear appropriate footwear at all times.
- All sellers must exercise appropriate hygiene when handling food products.

In addition:

- All Vendors shall refrain from soliciting other Vendors in the Market area during Market hours.
- All Vendors shall refrain from playing explicit loud music. Volume must be a “neighbor-friendly” level (determined by HFBF LLC staff). Music approval shall be granted on the discretion of HFBF LLC staff.
- 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.

### **Workplace Violence Prohibited**

- All Vendors shall respect and treat each other kindly. No foul or threatening language allowed. Offensive remarks shall not be tolerated.
- Violence or threats of violence in all forms is unacceptable and will not be tolerated.

### **Stall Assignment and Appearance**

#### **Stall 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.

#### **Appearance**

All Vendors shall maintain a clean, attractive display of their booths.

### **Courtesy and Customer Service**

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.

### **No Smoking/Vaping/Tobacco**

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Smoking, vaping, or the use of tobacco is not permitted in the Market area.

### **Discontinuation of Farmers Markets**

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

## **Fees and Payment Procedures**

### **Deposit**

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- 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 HFBB LLC or go towards the last month of payment for scheduled Farmers Market(s).

### **Fee Structure Chart**

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Vendor fees are determined by classification in one of three categories (Tier 1, Tier 2 or Tier 3) based on the type of products sold and the producer of those products. HFBB LLC shall determine the classification of vendors.

	Honolulu, Kailua, Mililani Farmers Market	KCC Farmers Market
Tier 1 (per booth)	\$33	\$44
Tier 2 (per booth)	\$38	\$66
Tier 3 (per booth)	\$44	\$88
* For multiple booths, vendor fees are multiplied by number of booths needed and agreed upon.		

- Monthly invoices are sent reflecting the previous month's market fees and will have a net-15 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.

### **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 will be applied to billing.

### **Other Fees**

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#### **Returned Check Policy**

- All returned checks shall be assessed a fee of \$25.

### **Payment Options and Methods**

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

- Checks  
Checks should be made payable to **HFBF LLC** and mailed to the office (PO Box 253, Kunia, HI 96759).
- Money orders
- Cashier's checks
- Credit Cards  
Autopayment option available through online portal.

# How HFBF LLC Monitors and Enforces Compliance with Market Rules

## **On-site Market Manager Role**

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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.

## **Monitoring and Enforcement**

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### 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.

## **Consequences for Failing to Remedy Non-Compliance with Market Rules**

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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<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<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<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<sup>th</sup> Offense**

The Vendor will be either terminated or suspended for up to 12 months.

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.

## Farmers Market Communications

### **Maps**

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- 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.
- Vendor updates, announcements and other information may be submitted to the HFBF LLC and upon approval may be posted on the website/social media.

### **Vendor Mass Emails, Texts and Newsletters**

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- All Vendors are responsible for checking their own email and texts for mass Vendor communications.
- Vendors must provide HFBF LLC staff with updated phone number and email address.

### **Customer Newsletters**

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Customer e-newsletters may be sent on a monthly basis with Market updates, highlights, etc.

### **Complaints and Compliments**

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Complaints must be directed to the attention of HFBF LLC. 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.

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

By phone: (808) 848-2074

By writing, mail to:

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

### **Accidents, Altercations and Other Incidents**

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The On-site Coordinator should be contacted immediately when an incident involving either customers or Vendors occurs, no matter how minor the incident may appear.

- The On-site Coordinator shall:
  - 1) Assess the situation
  - 2) Call emergency services, if necessary
  - 3) Inform HFBF LLC
  - 4) Submit a written incident report to HFBF LLC and Vendor file