



2024 Vendor Guidelines

Market Information

Market Address: Becker Park, 5530 Douglas Dr N, Crystal, MN 55429

Mailing Address: Crystal Community Center, 4800 Douglas Dr N., Crystal MN 55429

Phone: 763-531-0052

Email: farmersmarket@crystalmn.gov

Website: <https://tinyurl.com/3rs6tkk5>

Mission Statement: The Crystal Farmers Market seeks to provide an opportunity for the community to gather and enjoy entertainment and access to homegrown produce, agricultural products and homemade crafts sold by individuals from the farms and small cottage businesses that produce them.

2024 Market Dates: Tuesdays, June 11 through September 24

2024 Market Time: 3:00 - 7:00 p.m. through August

3:00 – 6:30 p.m. in September

Market Staff Contact Information

Contact Person: Stacy Chouinard, Recreation Supervisor, City of Crystal

Phone: 763-531-1153

Email: stacy.chouinard@crystalmn.gov

Day of Market Coordinator: TBD

Email: TBD

Abbreviation terms

Crystal Farmers Market is hereinafter known as the CFM.

Overview

The Crystal Farmers Market guidelines are designed to ensure:

- 1. The market is a safe and enjoyable place for guests and Vendors.
- 2. The market and its Vendors follow federal, state, county and local regulations.
- 3. The market maintains a welcoming, community feel for everyone.
- 4. Vendors have a fair, equitable and respectful environment to conduct their business.
- 5. The City and its vendors shall not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, disability, public assistance status, age or sexual orientation

CRYSTAL FARMERS MARKET VENDOR TIMELINE	
DATE	DESCRIPTION
December, 2023	Online Application Opens
January 31, 2024	Returning Vendor Priority Deadline Applications will remain open and Vendors will be accepted on a rolling basis ongoing.
May 11, 2024	All Vendors required licenses, certificates due.
June 11, 2024	Market season starts.
September 24, 2024	Market season ends.

Vendor Guidelines & Rules of Operation

Vendor Behavior

1. All market Vendors should represent themselves in an appropriate manner, dress and state of cleanliness. Shirts and shoes must be worn. All displays must be neat and tasteful.
2. Not allowed at the market:
 - a. Alcohol
 - b. Smoking
3. Vendors who have a concern about the conduct and/or prices of another Vendor should contact market staff so the concern can be addressed appropriately.
4. Any Vendor not in compliance with the market rules must leave when requested to do so by market staff. The Vendor may request to be re-accepted to the market.
5. The City of Crystal takes photos and videos of people at public parks and participating in/attending the CFM for use in marketing and promotional materials. By attending the CFM attendees grant permission to use the name, photos, videos and quotes from me and my employees for this purpose.

Producers/Vendors

6. Vendor applicants must produce what they sell; resellers are not eligible to participate as a Vendor. All products offered for sale must be grown or produced by the applying Vendor.
7. The Vendor is defined as the applicant or the applicant's spouse, sibling, child, parent or domestic partner, who assists substantially in the cultivation of the crops, or in the production of the agricultural, baking or craft product. The sale of items grown or produced by anyone other than the Vendor, must be submitted in writing and preapproved by CFM.
8. Vendors are expected to attend the market to sell their own products. Additional sellers that assist at the booth must be listed on the Vendor application or sent to CFM before the market date. **No one under the age of 18 may sell or maintain a stall without direct adult supervision.**
9. Cottage Food Producers must be the one selling the food they make.

Product Categories

10. **Agriculture** products include but are not limited to: fruit and vegetables, plants, shrubs, trees and flowers. Agricultural Vendors may sell pre-packaged, individual servings for take home. (Vendors must provide appropriate licensing).
11. **Baking** products include, but are not limited to: bread, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc. No ready-to-eat single servings will be allowed to be sold for consumption at the market. (Vendors must provide appropriate licensing).
12. **Animal** products include but are not limited to: meat, cheese, eggs and butter.
13. **Home and Health** products include, but are not limited to: soaps, candles, bath salts, balms and lotions.
14. **Handmade/Craft** products include, but are not limited to products created and produced by an individual Vendor.

Products

15. Only home-grown produce grown by the Vendor, or hand-made products made by the Vendor, may be sold at the CFM.
16. All sellable items must be pre-approved through each season's application.
17. A Vendor must submit in writing any addition and receive prior written authorization from the CFM before selling anything not listed on the current year's application. The CFM reserves the right to refuse the additional items request.
18. Products may be reviewed by the CFM to ensure that they meet the CFM criteria. The CFM reserves the right to refuse acceptance of any Vendor or product.
19. Used items may not be sold.

Market Operation Logistics

20. Selling at the CFM site, which is Becker Park, is permitted only during the dates set by the CFM. Selling dates and times are pre-set, Tuesdays, Mid June to end of September. 2024 Season Dates: June 11 through September 24, 2024. The market opens at 3 pm but sellers may sell to consumers prior to 3 pm if there is consumer demand.
21. Vendor set up: Vendors should arrive no later than 2:30 pm to begin set-up and must be open and ready to sell by 3:00 pm. After 2:45 pm no Vendor vehicles will be allowed in the CFM selling area.
22. Staff locations are not permanent and subject to change.

23. Vendors must remain in their own booths/stalls when selling. No shouting or other objectionable means of soliciting sales are permitted.
24. Sellers must be 18 years and older. Individuals 17 years of age and younger who are operating as a Vendor must have an approved adult 18 year of age or older in their CFM booth at all times, no exceptions.
25. **Vendors are expected to sell until 7:00 p.m. and may not begin to dismantle their stalls until then.** In the event of an emergency please let the Market Coordinator know you will be leaving early.
26. The general cleanliness of the market is everyone's responsibility. All Vendors must keep their area neat while selling and make certain that all trash is removed from the market area by 8 p.m. This includes sweeping up and disposing of any litter, organic or otherwise, left over after the market. Trash cans are provided only for incidental trash – large items should be taken with the Vendor for appropriate disposal. Failure to clean up in accordance with these guidelines will result in additional fees.
27. Upon inspections at CFM by any licensing body, if possible, the CFM will assist the Inspector through the inspections.
28. Attendance will be taken weekly. Vendors in good standing will have priority. Such as stall selection options if applicable.
29. LATE arriving Vendors must check in with the Market Coordinator. Repeated lateness or no-shows without notification will jeopardize Vendor's standing in the CFM. The CFM reserves the right to warn, impose a fee, or dismiss a Vendor from the CFM for repeat offenses.
30. Unexcused absences, multiple absences, tardiness or leaving early will place you in default and the CFM can take you off the schedule of any or all of upcoming scheduled dates without any refund of stall fees.

Food Sampling

31. Food samples are allowed at the CFM.
32. Vendors offering samples must follow the Minnesota Food Code Requirements for Special Event Food Stands: <https://www.revisor.mn.gov/rules/4626.1855/>
33. If you plan to provide food samples please review the University of Minnesota Extension *Safe food sampling for farmers market vendors* website: <https://extension.umn.edu/food-entrepreneurs/safe-food-sampling#clean-produce-1940913>

Weather

34. The CFM is open rain or shine. A Vendor's failure to appear on their scheduled dates will result in a forfeiture of their stall fees and jeopardize their Vendor standing. If CFM is 'Closed' for any reason the Vendor will be notified as soon as possible.
35. Canceled market days by Vendor or Market coordinator will not be refunded. Exchange of dates may be possible.
36. Instances of severe weather can affect market operations. If the market does need to be cancelled, it will not be rescheduled – the market will resume on its next regularly scheduled day.
37. In the event of severe weather (hail, lightning, torrential downpour, tornado warnings, etc.) during the market:
 - a. Market staff have access to radar via cellphone, and will monitor any incoming weather.
 - b. During the market, should severe weather be expected to arrive (wind, hail, lightning, etc.) that may pose a danger to Vendors and/or customers, Vendors will be notified that the market is closing and Vendors may pack up and leave.
 - c. In case of dangerous weather conditions, where there is no time to pack up and leave, Vendors and customers will be notified immediately and directed to Becker Park shelter restrooms to seek shelter.
38. Becker Park can be a windy location. Please monitor the wind conditions and set up your display as appropriate. CFM is not responsible for lost product or supplies due to weather.

Vendor Stalls

39. No stalls are owned or permanent.
40. Vendor stalls are about two parking spaces wide.
41. CFM will assign stalls and attempt to keep Vendors in or near their regular spot/s. This notice is due to CFM using a "public lot" and unforeseen situations and special events, stall availability, Vendor products, seniority, and date of applications. **Therefore, you may be required to move or adjust on any given day of market without notice.**
42. Location of stall spaces will be determined solely by, and at the discretion of the CFM.
43. Vendors will supply their own tent(s), weights, tables, appropriate signage for your products & licenses posted, and any supplies needed and placed for a safe environment.

- a. Tents:
 - i. No larger than a 10' x 10'.
 - ii. **Must have weights of 20 pounds for each corner or shared corners of the tent. Unweighted tents must be taken down. THIS IS A MUST, BECKER PARK IS WINDY!**
 - iii. No stakes, pins or any marks into the pavement are allowed.
 - iv. We recommend a side to your tent to provide shade to your products.

44. Tables, signs and all products must fit and stay within your stall space.

45. Vendors may parallel park at the back of their stall.

46. Electrical outlets are available (20 amp, 110-volt). Priority of assigning electricity goes to Vendors who need electricity for their products.

47. Generators are allowed with the permission of the CFM. Please inquire to the CFM for special instructions. Your stall placement may change due to your needs.

Payments & Fees

48. All fees are nonrefundable.

49. In the event a Vendor is dismissed from the CFM, they will forfeit any payments or fees already made.

50. Vendor Fees are due:

- a. By May 11, 2024 for applications accepted prior to May 11, 2024.
- b. Within 15 business days of application for applications after May 11, 2024 but more than 15 days before their market date.
- c. On-site at the Market for applications received within 15 days of their market date.

51. Vendor payments to Crystal Farmers Market may be made by credit card, cash or check made out to "City of Crystal."

52. The CFM has limited available space; therefore, application does not guarantee admission. Factors such as type of products, conformity with the mission statement, duplicate product availability. Vendor seniority and order of applications received are considered in granting admission.

53. Failure to clean up your stall space in accordance with our guidelines will result in additional fees.

54. One 20% (twenty percent) discount is available to each vendor if they meet one of the following criteria. Proof of meeting criteria can be made by submitting a copy of W9 and Government ID:

- a. Resident of Crystal, MN.
- b. Women owned business.
- c. Minority owned business.
- d. Returning vendor in good standing.

Stall Fees		
Vendor Type	Weeks	Cost
Full Time Vendor	16 weeks	\$250 per stall
Half-Time Vendor*	8 weeks	\$125 per stall
Quarter Season Vendor*	4 weeks	\$65 per stall
One market date	1 week	\$20 per stall
*Half-Time and Quarter season Vendors will request weeks on their Vendor Application. Priority is given to Full Time then Half-Time Vendors.		
Electrical Fees (One-time fee covers entire season)		
Vendor Type	Cost	
Full Time Vendor	\$50	
Half-Time Vendor	\$25	
Quarter Season Vendor	\$15	
Priority is given to those who need electricity for their products, Full Time then Half-Time Vendors.		

Labeling and Sales Practice

55. Price, terms of sale, etc. are between buyer and seller only. All Vendors agree to abide by fair business practices.

56. All items must be prepared, labeled, displayed and stored in accordance with the Minnesota Department of Agriculture and/or Minnesota Department of Health and/or Hennepin County Community Health Department.

57. Products sold as Certified Organic must have originated from a USDA Certified Organic farm and the Vendor must provide a copy of the farm's National Organic Standard certificate as provided by a USDA accredited agent.
58. Items baked/processed at home must meet the requirements of the Minnesota Cottage Food exemption and must be labeled with your name, address OR cottage food registration number, the date on which the food was produced, the ingredients (including potential allergens for human foods) and the statement, "These products are homemade and not subject to state inspection". For more information visit www.mda.state.mn.us/cottagefood.
59. Farm Products Grades and Sales Act. Produce should be sold by units or in containers. If your product is sold by weight, the scale has to be government inspected, with a valid sticker displayed.
60. Solicitation unrelated to the sale of market goods is prohibited.

Signs & Licenses;

61. Vendors are responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products. Permits & Licenses must be posted in a visible place and available on-site throughout the season.
62. Cottage Food Producers must label their product with:
 - a. Your full name OR business name, address OR cottage food registration number
 - b. The date on which the food was produced,
 - c. The ingredients (including potential allergens for human foods) and
 - d. A statement, "These products are homemade and not subject to state inspection".
 - e.
63. Cottage Food Producers must post signage pertaining to the products and processing. In visible sight that states:
 - a. "These products are homemade and not subject to state inspection."
64. Commercially Made Items made in a commercial kitchen must provide and post a Manufactures and/or Food Handlers License.
65. Vendors who have products for EBT/SNAP tokens must display a "We Accept Snap Benefits" sign in their stall. This sign will be provided by CFM.
66. Signs or vending implements must be posted in plain sight within your stall space and not to exceed it. This includes any sandwich board signs or product displays

Permits, Licenses, Taxes & Insurance

67. All permits and licenses required by the City of Crystal, Hennepin County and the State of Minnesota or the federal government are the sole responsibility of the Vendors.
68. Any required sales tax collections and remittances are the sole responsibility of the Vendors.
69. All required applications, permits, licenses and certificates must be submitted before being cleared to participate in the CFM.
 - a. Submitted Prior to Application Acceptance:
 - i. CFM Vendor Application & Agreement- submitted to the CFM; online or requested by mail.
 - ii. [MDA Cottage Food Producer Registration Card](#) - If applicable.
 - b. Submitted after Application Acceptance by May 11, 2024.
 - i. W-9 IRS Form: For all Vendors who sell EBT/SNAP qualifying products.
 - ii. Certificate of Insurance listing the City of Crystal as additionally insured with the following inclusions and limits;
 1. Commercial general liability in the amount of \$200,000 per occurrence and \$600,000 aggregate.
 2. Workers Compensation at statutory limits or evidence of exemption.
 3. The Certificate of Insurance must cover the dates of the market.
 - iii. ST-19 Minnesota Revenue Operator Certificate of Compliance. When completing the form place this information on the form:
 1. Name of Group: City of Crystal, 4141 Douglas Drive, Crystal, MN 55422
 2. Name and Location of Event: Crystal Farmers Market, Becker Park, 5530 Douglas Drive N, Crystal, MN 55429
 3. Dates of events: Tuesdays June 11– Sept. 24, 2024
 - iv. EBT/ATM/Market Bucks Agreement - filled before participation and reimbursements are allowed. This will be sent to accepted Vendors after application approval.

70. The City of Crystal is not liable for any injury, theft, or damage to either the buyer or seller, or their property, arising out of or pertaining to preparation for or participation in the Crystal Farmers Market; whether such injury, theft or damage occurred prior, during, or after the Crystal Farmers Market. Seller further agrees to indemnify, defend and hold harmless the City of Crystal and its respective officers, employees, agents and consultants for and against any claims for injury, theft or damage resulting from the fault of the seller.