



## Beaches Green Market Rules

### I. Mission:

Dig Local, Inc. (“Dig Local”) also known as the Beaches Local Food Network (“BLFN”) is a not-for-profit organization dedicated to improving access to healthy foods throughout the Jacksonville, Florida area beaches communities.

To that end, Dig Local conducts a producer only market known as the Beaches Green Market (“Market”). The mission of the Market is to provide an outlet for locally grown farm products and locally created sustainable products to be sold directly to the public by local farmers and artisans.

### II. Market Advisory Board and Management:

The Market is coordinated and governed by the Dig Local Board (“Board”). The Board, or any committee designated by the Board for such purpose (“Market Committee”), is responsible for implementing and enforcing the Beaches Green Market Rules (“Market Rules”) as well as for reviewing applications to vend at the Market. In addition the Board and/or Market Committee will appoint a Market Manager.

### III. Vendor Categories & Percentages

The Market is primarily focused on local farm products, but also provides space for local and sustainable processed/value-added foods, plants, crafts, and other products. Seventy-five percent (75%) of vendor spaces are allotted to farm products, processed/value-added food, and plants.

The vendor categories are as follows:

1. Farmers
2. Processed and/or Value-Added Food Vendors
3. Plant Vendors
4. Craft Vendors
5. Nonprofits and Other Participants

### IV. General Vendor Requirements

The following requirements apply to all Market vendors regardless of vendor category.

1. **Producer Only Market.** All items offered for sale must be grown or made by the seller or an immediate family member, except as otherwise noted in these Market Rules.
2. **Market Hours.** The Market will be open from 2-5pm every Saturday, rain or shine.
3. **Attendance.** Scheduled vendors must open by 2pm and must remain open and vending at the Market until 5pm each Saturday for which they are scheduled. Failure to arrive on time and/or a failure to remain open and vending at the Market until 5pm.
4. **Sales.** There will be no selling before or after Market hours. Nothing may be sold outside of the vendor's assigned space (e.g. there will be no selling out of vehicles).
5. **Booths.** The Market Manager will assign spaces. Vendors are responsible for keeping their spaces clean during and after the Market. All vendor tents or other equipment must be properly secured (e.g. tents must be secured using weights or stakes).
6. **Professionalism.** Vendors must maintain a courteous and professional manner at the Market. Vendors must refrain from smoking and profanity while on Market premises. No alcohol may be consumed at the Market. Vendors are expected to treat each other, customers, and Market workers with respect.
7. **Fees.** Vendor fees are \$20 per week and are due on the last Saturday of the month. Fees may be paid in cash or by check payable to Dig Local, Inc. All fees are non-refundable. All fees must be paid before setting up at the Market.
8. **Scheduling.** Schedule requests are due by the last Saturday of the month.
9. **Cancellations.** Scheduled vendors must notify the Market Manager of a cancellation by the Wednesday prior to the Market. Failure to do so will result in a penalty fine (\$20.00) in *addition* to the fee due for the day (\$20.00). The fine and fees (\$40.00 total) must be paid before setting up at the Market.
10. **Liability.** Vendors are liable for their products. Dig Local and the City of Neptune Beach shall not be held accountable for the products offered by vendors. It is recommended that each vendor have a minimum of \$1 million of liability coverage.
11. **Weather.** As noted above, the Market is a rain or shine event. The safety of vendors and shoppers at the Market is of the highest priority and the Market may be canceled or shortened due to dangerous weather conditions. The Market Manager will monitor weather reports and determine if the Market will be closed due to inclement weather. Because the Market is a rain or shine event, vendors are expected to take appropriate precautions to ensure that rain will not impact their goods. This should be done through the use of items such as waterproof plastic carrying cases and waterproof packaging, or other appropriate measures.
12. **Vehicles.** To ensure the safety of our shoppers and vendors, vehicles are not permitted on Market grounds between 1:45 and 5:00. Vehicles are not permitted on the Basketball Courts under any circumstances (per city regulations).

13. **Compliance.** Vendors must comply with all local, state, and federal laws, rules, and regulations, including, but not limited to, all licensing and labeling requirements.
14. **Approval.** All items are subject to the approval of the Board and/or Market Committee. Any new items not previously approved, must be submitted for approval before being offered for sale.
15. **Alcoholic Beverages.** No alcoholic beverages may be offered for sale.
16. **Open Flames.** No open flame may be used at the Market.
17. **Penalties and Fines.** Failure to adhere to any of the requirements set forth in the Market Rules may result in penalties (for example, suspension from one or more Market days) or fines. All fines must be paid before a vendor will be permitted to participate in the Market.
18. **Communications.** All communications required under these Rules must be directed to the Market Manager at beachesmarket@gmail.com

## V. Category-Based Vendor Requirements

Vendors must adhere to the following requirements based on vendor category.

### A. All Farmers must:

1. Grow at least seventy-five percent (75%) of the produce offered for sale. Farmers are subject to field inspections at their farm to verify the source of products offered for sale.
2. Source all produce offered for sale that is not grown by the Farmer, as follows:
  - a. No more than 25% of produce offered for sale may be sourced from other growers;
  - b. All produce offered for sale must be locally grown in Florida or Southern Georgia and be sourced directly from local growers. No store-bought or other purchased items may be offered for sale;
  - c. All produce not grown by the Farmer must have the source documented, including the grower name, location, and contact information. This information must be provided to the Market Manager for approval before the items may be offered for sale; and
  - d. From July 1<sup>st</sup> through September 30<sup>th</sup>, the ratio may be increased to 50% purchased from other farms.

3. Display a reader board, before the Market opens, that lists all items not grown by the Farmer and the name of the farm or grower from which those items were sourced.
  4. Label all items offered for sale according to the method by which they were grown (organic, pesticide-free, conventional) using tags provided by the Market Manager. It is the responsibility of the Farmer to display the tags each week.
- B. All Processed and/or Value Added Food Vendors must:
1. Make all food items offered for sale. An exception is allowed for items made by an immediate family member. No store-bought or otherwise purchased food items may be offered for re-sale.
  2. Offer only foods that are made with local and/or organic ingredients.
- C. All Plant Vendors must:
1. Grow, or stock at the Plant Vendor's nursery, all plants offered for sale. No plants may be offered for re-sale;
  2. Offer only non-invasive plants for sale;
  3. Offer only plants that are healthy and free of insects and/or disease for sale; and
  4. Offer only plants that are native, organic, and/or edible.
- D. All Craft Vendors must:
1. Make all items offered for sale. An exception is allowed for items made by one of the vendor's immediate family members; and
  2. Offer only items made using environmentally and socially responsible parts and processes.

## VI. Application Approval Process and Wait List Procedure

In order to be considered for the Market, each vendor must submit the attached Beaches Green Market Vendor Application and Agreement ("Vendor Application and Agreement") annually. All applications must be approved by the Board and/or Market Committee before vending may commence. New applications may be submitted at any time and will be reviewed by the Board and/or Market Committee on a rolling basis. Existing vendors must renew the Vendor Application and Agreement by March 1st of each year. An updated Vendor Application and Agreement will be made available on the Dig Local website by February 1st of each year.

Priority for vending at the Market is given to those vendors whose product and practices best fulfill the mission of the Market. Due to space constraints, accepted vendors may be placed in a vendor pool ("Vendor Pool") under the appropriate category (Farmers, Processed and/or Value-Added Food

Vendors, Plant Vendors, Craft Vendors, Nonprofits and Other Participants). When space becomes available, the Board will determine who from the Vendor Pool will fill the available space. The Board will consider both the position of each vendor in the Vendor Pool as well as the needs of the Market.

While in the Vendor Pool, vendors may be asked to fill in on certain days when regular vendors are absent.

## VII. Vendor Review

The Board and/or Market Committee reserve(s) the right to review any vendor at any time to ensure that the vendor and his/her products fulfill the mission of the Market.

Failure to adhere to any of the Market Rules may result in the assessment of fines, suspension from the Market for one or more Market days, and/or the cancellation of the Vendor Application and Agreement.

Fines must be paid by the violating vendor before the vendor will be permitted to set up at the Market. Vendors will be notified of each violation in writing. Although the Board and/or Market Committee will attempt to give vendors three opportunities to remedy violations, the Board and/or Market Committee reserves the right to determine which vendors will be invited to the Market. Egregious violations may result in immediate removal from the Market schedule upon the sole discretion of the Board.



**Beaches Green Market**  
**Vendor Application and Agreement**

Please fill out application below & submit to: BeachesMarket@gmail.com

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

Company/Business Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Please list all authorized representatives: \_\_\_\_\_

\_\_\_\_\_

Date you wish to begin: \_\_\_\_\_

Vendor Category that applies to your product: \_\_\_\_\_

Describe the items to be offered for sale, or the activity you propose, in detail. All items offered for sale or promoted MUST be listed. Attach additional pages as required.

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Please provide the following information for each vendor category that applies to your products. Attach additional pages as required.

**Farmers**

1. List all items to be offered for sale.

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2. List location where each item is grown.

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3. Provide the names of who grows each item.

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4. Provide the method by which each item is grown (conventional, organic, pesticide free, etc.).

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Processed and/or Value-Added Food Vendors

1. List all items to be offered for sale and who makes each item.

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2. List all ingredients for each item and the source for each ingredient. Please indicate which, if any, ingredients are organic, local, or both.

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Plant Vendors

1. List all items to be offered for sale.

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2. List location where each item is grown.

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3. Provide the names of who grows each item.

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4. Provide the method by which each item is grown (conventional, organic, pesticide free, etc.).

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5. Please indicate which, if any, items are native and/or edible.

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Craft Vendors

1. List all items to be offered for sale and who makes each item.

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2. Provide the price range for each item and attach two photographs of each item.

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3. Explain the process by which each item is produced.

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4. List all parts for each item and the source for each part. Please indicate which, if any, ingredients are organic, local, or both.

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5. Explain how each item meets the mission of the Market. If applicable, explain how each item is environmentally and socially responsible.

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Nonprofits and Other Participants

1. Explain why you would like to participate in the Market and how your presence will fit the Mission of the Market.

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I have read and understand the Beaches Green Market Rules and agree to abide by them. I will not hold Dig Local, Inc. or the City of Neptune Beach liable for any property damage or personal injury that either my representatives or I may incur while selling at the Market. I further agree to hold harmless Dig Local, Inc. and the City of Neptune Beach from and against any and all claims and actions for injury, damage, or loss to persons or property or other liabilities or expenses whatsoever, including court costs and attorney's fees, related or arising out of my or my agent's actions, omissions, and operations in connection with the Beaches Green Market. I certify that the information I have provided is true and correct and contains no omissions or false statements.

Vendor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_