



## Dig Local Network Market Rules

### **Beaches Green Market**

*Jarboe Park  
in Neptune Beach  
Saturdays 2pm to 5pm*

### **Mid-Week Market**

*Bull Park  
in Atlantic Beach  
Wednesdays 3pm to 6pm*

### **Atlantic Beach City Market**

*New Friendship Missionary  
Baptist Church  
Fridays 3pm to 6pm*

## I. Mission:

Dig Local, Inc. (“Dig Local”) also known as Dig Local Network, 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 three producer-only markets known as the Beaches Green Market, the Mid-Week Market and the Atlantic Beach City Market (the “Markets”). The mission of the Markets 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 Markets are 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 Market Rules as well as for reviewing applications to participate at the Markets. In addition, the Board and/or Market Committee will appoint a Market Manager responsible for running the day-to-day activities of the Markets.

## III. Vendor Categories & Percentages

The Markets are 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
6. Local Business Spotlight (when available)

## IV. General Vendor Requirements

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

1. **Producer Only Markets.** 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 and Locations.** The Markets will be held at the following locations, on the following days and times, rain or shine:
  - a. **Beaches Green Market**  
Southeast Corner of Jarboe Park in Neptune Beach  
Every Saturday from 2:00pm to 5:00pm
  - b. **Mid-Week Market**  
Bull Park in Atlantic Beach  
Every Wednesday from 3:00pm to 6:00pm
  - c. **Atlantic Beach City Market**  
New Friendship Missionary Baptist Church  
1996 Mayport Road, Atlantic Beach, FL 32233  
Every Friday from 3:00pm to 6:00pm
3. **Attendance.** Scheduled vendors must open and set up by the beginning of the Market and must remain open and vending until the close of Market for which they are scheduled.
4. **Sales.** No sales shall occur 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 (i.e. tents must be secured using weights or stakes).
6. **Professionalism.** Vendors must maintain a courteous and professional manner at their 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.** Fees may be paid in cash or by check payable to Dig Local, Inc. All fees must be paid before setting up at the Market. The fees for each Market are as follows:
  - a. **Beaches Green Market:**
    - i. **Monthly:** Vendor fees for the beaches Green Market are \$20 per week and are payable monthly, in advance. Fees will be collected at the last Market prior to the start of the month being paid for. All fees are non-refundable.
    - ii. **Quarterly:** Vendors may elect to pay Vendor fees for the Beach Green Market quarterly. Fees are \$15 per week, payable in two lump sums. The first lump sum payment is due on the first day of each quarter and the second lump sum payment is due on the 60<sup>th</sup> day of each quarter. Vendors wishing to cancel their attendance at a Market paid for in advance must do so at least two weeks prior to the date of such Market. Late cancelations will incur a \$15 late notice fee.
    - iii. Fees for Local Business Spotlight are \$75 per market.
  - b. **Mid-Week Market:** Vendor fees for the Mid-Week Market are \$5 per week and are payable monthly, in advance. Fees will be collected at the last Market prior to the start of the month being paid for. All fees are non-refundable.
  - c. **Atlantic Beach City Market:** Vendor fees for the Atlantic Beach City Market are \$10 per week and are payable monthly, in advance. Fees will be collected at the last Market prior to the start of the month being paid for. All fees are non-refundable.
8. **Scheduling.** Schedule requests are due by the last Market day 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 cancellation fee equal to the Market fee which shall be in *addition* to the fee due for the day. The cancellation fee and market fee must be paid before setting up at the next Market.
10. **Liability.** Vendors are liable for their products. Dig Local and the Cities of Neptune Beach and Atlantic 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.** The Markets are all rain or shine events. The safety of vendors and shoppers at the Markets 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 a Market will be closed due to inclement weather. Because the Markets are rain or shine events, vendors are expected to take appropriate precautions to ensure that rain will not impact their goods. This may 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 during Market hours or within fifteen minutes prior to the start of each Market. Vehicles are not permitted on the Basketball Courts of Jarboe Park 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 is allowed on any City property.
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) and/or monetary fines, at the Market Manager and Board's sole and absolute discretion. All fines must be paid before a vendor will be permitted to participate in the next 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 or disease for sale;
  - 4. Offer only plants that are Florida-friendly; and
  - 5. Edible plants should be pesticide free.
- 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

To be considered for participation at any Market, each vendor must submit the attached Dig Local Market Vendor Application and Agreement ("Vendor Application and Agreement") annually. All applications must be approved by the Board and/or Market Committee before participation at the Markets. 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 in February of each year.

Priority for vending at the Markets are 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 Market Committee reserve the right to review any vendor at any time to ensure that the vendor and his or 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 next Market. Vendors will be notified of each violation in writing. Although the Board and Market Committee will attempt to give vendors three opportunities to remedy violations, the Board and Market Committee reserve 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.



### Dig Local Network Market Vendor Application and Agreement

Please fill out application below & submit to: [BeachesMarket@gmail.com](mailto:BeachesMarket@gmail.com)

I am applying for (check all that apply):

- Beaches Green Market** at Jarboe Park, Neptune Beach, Saturdays from 2pm to 5pm
- Mid-Week Market** at Bull Park, Atlantic Beach, Wednesdays from 3pm to 6pm
- Atlantic Beach City Market** at New Friendship Missionary Baptist Church, Fridays from 3pm to 6pm

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.

---

---

---

---

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.

---

---

---

---

2. List location where each item is grown.

---

---

---

---

3. Provide the names of who grows each item.

---

---

---

---

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

---

---

---

---

Processed and/or Value-Added Food Vendors

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

---

---

---

---

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

---

---

---

---

Plant Vendors

1. List all items to be offered for sale.

---

---

---

2. List location where each item is grown.

---

---

---

3. Provide the names of who grows each item.

---

---

---

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

---

---

---

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

---

---

---

Craft Vendors

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

---

---

---

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

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

Nonprofits and Other Participants

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

---

---

---

---

Local Business Spotlight

1. Describe your business and how it fits with the Mission of the Market.

---

---

---

---

2. Describe what you would like to do with your space at the Market (i.e., sell products/services, give out samples, provide information about your business).

---

---

---

---

I have read and understand the Beaches Green Market Rules and agree to abide by them. I hereby hold Dig Local, Inc., including its employees, agents, Board, officers and directors, and the Cities of Neptune Beach, Florida and Atlantic Beach, Florida harmless from, and indemnify them against any and all claims and actions whatsoever, including but not limited to any claim for injury, damage, or loss to persons or property (including myself and my agents) or other liabilities or expenses, including court costs and attorney's fees, related to or arising out of my participation at any Market, including but not limited to my agent's actions, omissions, and operations



in connection with any 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 \_\_\_\_\_