



SFC Farmers' Market Policy Manual

Rules, Regulations, and
Procedures for Vendors and Non-
Vendors

Revised March 2020



Contents

About Sustainable Food Center	3
History and Mission.....	3
SFC Farmers' Markets.....	3
SFC Farmers' Market Operations	4
SFC Farmers' Market Downtown	4
SFC Farmers' MarketSunset Valley.....	4
Vendor Categories andProduct Descriptions	5
Vendors	5
Agricultural Producers.....	5
Value Added Producers	5
Artisans	5
Services	5
Non-Vendors	6
Corporate Sponsors.....	6
Nonprofit and Governmental Entities	6
Activity Providers	6
Vendor Fees.....	7
Application Fee	7
Annual Vendor Fee.....	7
Weekly Stall Fees	7
Fee Waivers and Adjustments	8
Market Interruption	8
Market and Vendor Development.....	8
Family Crisis or Hardship.....	8
Rules and Regulations	9
All Vendors	9
Agricultural Producers.....	9
Animal Producers.....	9
Value-Added Producers.....	9
Non-Vendors	10
Onsite Market Rules	11
Violations.....	13
Disputes and Grievances	15
On-site Resolution.....	15
Deliberation.....	15
Grievance Process	15
Governance	16
SFC Farmers' Market Staff	17
SFC Board of Directors.....	17
SFC Advisory Council	17

About Sustainable Food Center

History and Mission

Located in Austin, Texas and founded in 1993, with roots dating back to 1975 as Austin Community Gardens, Sustainable Food Center is involved in every step of our local, Central Texas, food system. SFC's mission is to cultivate a just and regenerative food system so that people and the environment can thrive.

We envision a future where Central Texas is among the most sustainable, equitable food systems in the nation. Here, regenerative farms have all the support they need to produce and sell their products to a community where high demand for their food exists. People are able to grow and purchase local, healthy food at affordable prices, and they have the knowledge needed to prepare it into nutritious, culturally-relevant meals. State and local policies actively support communities of growers and consumers, and a region-wide network of agencies has catalyzed this change.

From seed to table, SFC creates opportunities for individuals to make healthy food choices and to participate in a vibrant local food system. Through relationships with area farmers, organic food gardening, interactive cooking classes, and nutrition education, children and adults have increased access to locally grown food and are empowered to improve the long-term health of Central Texans and our environment.

SFC Farmers' Markets

As a project of Sustainable Food Center, the purpose of the SFC Farmers' Markets is to provide small to mid-sized farms and ranches in the Central Texas region with access to Austin area customers. We accomplish this by consistently running our two farmers' markets, SFC Farmers' Market Downtown and SFC Farmers' Market at Sunset Valley, year-round. We are committed to providing excellent customer service to our vendors at market and beyond, and strive to connect our network with opportunities for growth, training, and excellency through providing scholarships, grant assistance, connections to service providers, and marketing support.

SFC believes that small to mid-sized farms are essential to the local, sustainable agricultural economy, and is committed to making economic and educational connections between urban residents and local farmers. The predominant product emphasis for SFC Farmers' Markets is farm fresh products from the region, but the Market also hosts vendors of ready-to-eat and value-added products in order to support food-based entrepreneurs and enhance our local economic vitality.

SFC provides food access programming through the acceptance of Lone Star/ SNAP (Supplemental Nutrition Assistance Program - formerly known as food stamps), WIC (Women, Infants and Children) and FMNP (Farmers' Market Nutrition Program) benefits at both SFC Farmers' Markets. These benefits are DOUBLED through Double Up Food Bucks so that participating customers have better access to fresh, local, and healthy food.

SFC also provides educational programming at markets through partnerships with local and national organizations and provides high quality music for shoppers and vendors to enjoy. SFC also provides educational outreach around local food and food systems community-wide, to develop more informed, aware, and committed consumers.



SFC Farmers' Market Operations

SFC operates two Farmers' Markets. The schedules for each are listed below. SFC Farmers' Markets operate rain or shine. In the event of hazardous weather conditions, the SFC Farmers' Market Team will determine whether the Markets will remain open.

SFC Farmers' Market Downtown

Location: 422 West Guadalupe, Austin, Texas 78701, at Republic Square Park Schedule: Every Saturday 9:00-1:00

5:30 - Crew on site to begin setup 6:00 - Road Closure

6:30 - 8:45 Vendor Setup

9:00 – 1:00 Market is open

1:00 – 3:00 Breakdown, by 2:00pm Vendors must be out

SFC Farmers' Market Sunset Valley

Location: 3200 Jones Street, Sunset Valley, Texas 78745, at Toney Burger Activity Center and Stadium

Schedule: Every Saturday 9:00-1:00

7:00 - Crew on site to begin setup 7:00 - 8:45 Vendor Setup

9:00 – 1:00 Market is open

1:00 – 3:00 Breakdown, by 3:00pm Vendors must be out



Vendor Categories and Product Descriptions

SFC Farmers' Markets have two distinct types of booths: Vendors and Non-Vendors. Vendors are divided into two main categories – Agricultural Producers and Non-Agricultural Producers (which includes Value-Added Producers, Artisans, and Service Providers). A vendor's primary product will determine their vendor category.

Vendors

Any Market participant that submits a vendor application, pays an application fee, is approved as a vendor by SFC staff, submits an annual vendor fee, and pays required booth fees to attend the Market and sell their product is a vendor.

Agricultural Producers

Any vendor who grows, raises, and/or wild-harvests a food product and whose majority of sales is of said product is considered an agricultural producer.

- **Farmers** – Growers of vegetables, herbs, fruits, nuts, mushrooms, cactus, nursery products, grains, pulses, flowers, and other horticultural crop
- **Ranchers** – Producers of animal-based products, including meat, eggs, and dairy products
- **Other** – Producers of other raw, unprocessed products that are grown or raised on a farm or ranch or wild-harvested in accordance with relevant regulations, to include honey, seafood, and foraged foods.

Value Added Producers

Any vendor who uses one or more ingredients to create a product by processing, blending, packaging, or altering using other preparation methods.

- **Ready-to-Eat Vendors** – Any vendor who prepares foods either on-site or in an approved production facility and sells these foods with the intention of their being consumed on-site.
- **Prepared Food Vendors** – Any vendor who prepares foods in an approved production facility to be consumed off-site or to be used as an ingredient.
- **Cottage Food Vendors** – Producer of foods prepared under the Texas Cottage Food Law (Texas Department of State Health Services, Health and Safety Code, Title 6, Chapter 437).

Artisans

Artist or craftsperson who produces originally designed hand-crafted products that are unique and of high-quality, to include crafts, artwork, inedible products such as herbal products, personal care and beauty products.

Services

An individual or group who provides a specific service relevant to the mission and function of the Market for customers and/or vendors

Non-Vendors

Any participant that is not a vendor of the Market but enhances the Market in some meaningful and mission-aligned manner may be allowed to participate as a Non-vendor. Non-Vendors are not allowed to sell products or services at Market, fundraise or attend the Market on a regular basis. They must provide additional advertisement via social media and other media outlets.

Corporate Sponsors

SFC Farmers' Market may provide an informational or activity booth to a business or organization that contributes financially to support the Market.

Nonprofit and Governmental Entities

Organizations registered as either a federal or state nonprofit, or local, state, federal, or foreign governmental agencies that support the Market's mission and purpose and are not in direct competition with Market vendors or function.

Activity Providers

Groups or individuals interested in attending Market who will enhance the quality of the Market, support the Market ideals, are not in direct competition with the Markets' mission and purpose, and who fall under one or more of the following categories:

Kids Activities – An activity focusing on engaging children

Educational – An activity focusing on increasing knowledge or skills pertaining to a particular topic

Health and Fitness – an activity focusing on nutrition, physical activity or healthy lifestyles

Entertainment – an activity focusing on providing entertainment at the Market

Vendor Fees

SFC Farmers' Markets are supported in part by grants, donations, sponsorships, merchandise sales, and vendor fees. This revenue pays for market operations expenses, such as staffing, insurance, permits, marketing, advertising, truck and equipment maintenance and replacement, musicians, and general supplies. SFC publishes an organization wide financial report in the annual report which is available online at www.sustainablefoodcenter.org. Market staff will provide vendors with a market operations budget showing expenses and revenue at the Annual Vendor Meeting or upon request.

Vendor Applications

All new vendors must submit a vendor application. Vendors returning after a hiatus longer than 6 months and vendors significantly altering their product offerings will be required to resubmit an application, or provide information about their business status and product offerings in writing, at the Farmers' Market Managers request. Applications are reviewed on a weekly basis, and market staff will be in touch with applicants within 10 days of an application's arrival. Applicants are expected to have read and understand the SFC Farmers' Market policies prior to submitting an application. An applicant's final acceptance or denial is at the discretion of the market staff. No refunds will be issued for any denied applications.

Application Fee

A nonrefundable processing fee must accompany new vendor applications. This fee is \$25 for agricultural vendors and \$50 for all other types of vendors. Payment of the fee offsets the staff time and resources spent reviewing and processing applications. Applications not accompanied by the processing fee will not be reviewed. The processing fee can be paid by check to Sustainable Food Center or by credit card at <https://sustainablefoodcenter.org/programs/farmers-market-faq/how-do-i-become-an-sfc-farmers-market-vendor>.

Annual Vendor Fee

All vendors must pay a \$125 vendor fee, due March 31st of every year for returning vendors or pay a prorated amount prior to starting a Market for newly approved vendors. Vendor annual fees will be valid until March 31st the following year. Returning vendors will receive a renewal notice at least one month prior to March 31st, and payment must be received by SFC on or before the renewal date in order to continue selling at SFC Markets. Annual vendor fees will not be refunded if a vendor decides to leave the Market before the end of their 12-month period.

Weekly Stall Fees

Stall fees for all markets must be paid by check or cash by the day of the market.

Vendor Category	Downtown	Sunset Valley
Agricultural Producers	\$45	\$45
Value-added Producers	\$50	\$50
Artisans/Services	\$50	\$50



Fee Waivers and Adjustments

Market Interruption

In the event of inclement weather, displacement from regular site, or other major interference which considerably reduces average per-vendor sales at a specific market, on-site staff will assess the impact of inclement weather, displacement, or other interference on vendor sales. The on-site staff will then submit a written recommendation to a market manager for an adjustment of stall fees based on their assessment. The market manager will evaluate impact on vendor sales that day and provide a written response to the market crew, either approving or denying the adjustment. The amount by which fees can be reduced is up to \$20 per vendor and will be credited to affected vendors the following week.

Market and Vendor Development

The Market Team may offer a full or partial waiver of the application or annual vendor fees if the payment of the fees is a barrier to participation by that vendor AND the participation of that vendor will serve to develop a particular Market. Priority for waivers will be given to vendors who meet this standard, and are traditionally under-represented farmers/ranchers or vendors, or offer high-demand/high-priority products. The Market Team may also offer new vendors who meet the same standards an adjustment of weekly fees for up to 6 weeks at the start of their vendor fee period.

Family Crisis or Hardship

In the event of severe family crisis or business hardship, the Market Team may offer a vendor currently in good standing a deferment of the annual vendor fee if the immediate payment of the fees is a barrier to participation. The deferment will allow a payment plan of the annual vendor fee to be paid incrementally over no more than 8 weeks from the renewal date. The Market Team may also offer a vendor in good standing who meets the same standards an adjustment of weekly fees for up to 6 weeks.

Rules and Regulations

All Vendors

1. SFC Farmers' Markets are **producer-only**. Vendors may only sell products that they grow, raise, make, or harvest themselves. Reselling is defined as offering whole or prepared products that have been purchased from another party and sold without substantively preparing or altering the product without written approval from the SFC Market Team; and can be grounds for immediate expulsion from market.
2. All production must take place within **150 miles of downtown Austin**, and must be performed using land and facilities that the Vendor controls through ownership, lease, rental, or other legal agreement.
3. Products must be produced and sold in compliance with all applicable **federal, state, and local laws and regulations**.
4. Vendors are responsible for maintaining **required permits, licenses, and certifications** for all products they produce. A copy of required permits, licenses, and certifications necessary for a vendor to sell at market must be submitted to Market staff before the relevant products are sold at market.
5. New products intended for sale by current vendors but not included on the most recently approved application must be **approved by SFC prior to their sale** at Market. Vendors may use the Renewal Application to submit changes.
6. All products sold by weight shall be weighed using a TDA certified, **tested and sealed scale**. The scale must be positioned so that the weight is visible to the customer.
7. Vendors, including farmers and ranchers, must support **fair labor practices**, pay a living wage, and provide for safe and sanitary working conditions for their workers.
8. **Discrimination in any form is prohibited**. Discrimination is the treatment or consideration of, or making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation.

Agricultural Producers

1. Agricultural Producers in Texas whose products are **not produced at all or are not currently produced in sufficient quantity** within the 150 mile radius may petition the Market Staff for inclusion as a vendor, provided the product meets all other requirements.
2. Agricultural Producers who operate **pre-pay CSA or subscription programs** may use SFC
3. Farmers' Markets as a distribution point. Items included in CSA or subscription shares, including agricultural products or value-added items, must be produced by the vendor or obtained from another Market vendor.
4. Inclusion in pre-paid CSA or subscription shares of **products from non-vendors or which are not available within the 150 radius** may be petitioned for allowance through the Market Team, provided that agricultural products are produced in Texas, that products are not visible to the general public at Market, and that the primary producer of the product submit an application and pay an application fee.
5. All items sold as organic must meet the **requirements of the National Organic Program**. Sellers of organic items must have a copy of their certification on file with SFC. Only certified organic growers may display signs using the word organic.
6. Vendors may sell **plants and trees, fresh and dried flowers, herbs and decorative vegetation** grown or legally gathered themselves. Purchased nursery stock must be repotted and grown for a minimum of two weeks before being sold.
7. Animals used in production of products for sale at Market must be raised and managed using humane husbandry practices and environmentally sound methods.
8. Animals must be raised on the vendor's property for a substantial period in the animal's life, according to the following guidelines:
9. Fowl and Rabbits – 75% of the life of the animal shall be raised on the vendor's land Pigs, goats, sheep – 75%
10. Bison, cattle, large animals – 50%
11. Animals may not be finished in a feedlot
12. Live animals are not allowed to be sold

Value-Added Producers

1. Value-Added and ready-to-eat products must be processed and packaged by the vendor in their own facility, or created and developed by the vendor and produced in a processing facility under the direction of the vendor.
2. If an ingredient in the product can be grown or produced in Texas and is generally available, then that Texas ingredient shall be used in a value-added product.
3. In reviewing new vendor applications, priority will be given to those producers who can verify the use of local ingredients. (SFC will assist vendors with sourcing when possible).
4. The use of compostable and recyclable packaging for all products is strongly encouraged and preferred, unless the use of such packaging interferes with or undermines the safety or quality of the product, violates health department or other regulation, or otherwise inhibits the sale of the product.



Non-Vendors

Corporate Sponsors, Nonprofit and Governmental Entities, and Activity Providers must comply with the following:

1. Non-vendors are allowed up to a 10 foot by 20 foot space with the exception of special requests including Activities. Additional space may be available upon request and with the Programming Manager's approval.
2. Up to (2) Tents, 25 pounds of weights for each corner, (2) 8 foot tables and (3) chairs will be provided to all Corporate Sponsors and may be available upon request to other Non-Vendors. The Programming Manager will determine the availability. Water and power may be provided if available.
3. Non-vendors are not allowed to sell any products, but free giveaways may be allowed as long as the giveaways do not conflict with other goods sold at market.
4. Non-vendors may not offer food samples at Market, with the exception of educational activities reviewed and approved by the Programming Manager.
5. Fundraising is prohibited.
6. Non-vendors may collect contact information and use this list to solicit individuals after Market.
7. Non-vendors may pass out information about their organization, and about a future event(s).
8. Non-vendors must arrive no later than 45 minutes before the start of SFC Farmers' Market and be set up 15 minutes before Market opens.
9. Non-vendors may not break down or leave before the close of Market.
10. Non-vendors are required to promote their appearance at Market via their media outlets including but not limited to social media and on their website where events are listed.
11. Non-vendors will use the full name of SFC Farmers' Markets listed in this document.
12. Non-vendors must sign a contract and indemnity waiver prior to coming to Market.
13. Non-vendors must follow all other applicable Market rules.

Onsite Market Rules and Regulations

1. **Smoking**
 - a. Smoking is prohibited at the Market.
2. **Alcohol and drugs**
 - a. The consumption of alcoholic beverages or drugs is prohibited at the Market.
3. **Firearms**
 - a. Vendors are required to comply with state laws concerning firearms, and may not openly display firearms while selling at the Market.
4. **Pets**
 - a. Vendors are not allowed to keep pets in proximity to any food products. Service animals are allowed at the Market.
5. **Accessibility**
 - a. All pre-determined fire lanes and ADA pathways must be maintained through the markets' hours of operation.
6. **Soliciting**
 - a. Soliciting is prohibited at market.
7. **Stall Assignments**
 - a. Stall assignments will be made based on attendance, product mix and logistical constraints as determined by the Operations Manager.
 - b. Stall size shall be 10 foot by 10 foot.
 - c. Transactions between customers and vendors may only occur within the stall.
 - d. Vendors may request a maximum of two stalls. Requests for two stalls may be made in writing to the Operations Manager for two stalls on either a seasonal or year-round basis.
 - e. Vendors shall provide all their own equipment and must not exceed the stall space marked for them on the market map. Tents must be securely weighted with 25 pounds for each corner. In the interest of market safety, vendors without secured weights will be asked to pack up their tent.
8. **Stall fees**
 - a. Stall fees for all markets must be paid by check, credit card, or cash by the day of the market.
9. **Signs**
 - a. Vendors shall post a sign with the name of their business and business location.
 - b. Vendors shall post an itemized list of products which includes pricing.
 - c. Signage must be accurate and truthful in claims of production practices, sourcing, or other claims.
 - d. All vendors accepting Food Access Program scrip or vouchers shall post signage with their identification number on it.
 - e. Signs outside of the Stall will be reviewed and approved by Market Staff prior to displaying as long as they do not restrict movement or physically interfere with the sale of another vendor.
10. **Attendance**
 - a. The start date for new vendors will be mutually agreed upon by the vendor and Market Team.
 - b. All vendors are expected to attend Markets on a regular, year-round basis, unless the application was otherwise approved as a seasonal vendor. Vendors are expected to attend market on a consistent, year-round basis; vendors must attend a minimum of 35 markets in every 12 month period with no more than 8 consecutive weeks of absence unless prior written approval is received from a Farmers' Market Manager. Absences exceeding this amount may require the vendor to reapply to the market at the Farmers' Market Manager's request.
 - c. Vendors must give at least a 7-day notice to the Operations Manager of their intent to return to Market from an absence of more than 4 weeks.
 - d. Vendors must notify the Operations Manager no less than 24 hours prior to the Market if they are not attending.
 - e. In the case of an emergency which prohibits attendance, vendors must notify the Operations Manager as soon as possible.
 - f. Vendors must have their booths completely set up at least 15 minutes prior to the start of Market and may not sell any products prior to the scheduled start-time.
 - g. Vendors shall not breakdown their booth or depart a Market prior to the close of the Market without approval of the lead market crewmember.
11. **Parking**
 - a. Vendor vehicles must be kept within assigned parking spaces.
 - b. Vendor vehicles may not be parked in customer parking zones or areas.

12. Pricing

- a. Vendors will determine the prices of their own products.
- b. The sale or likely sale of goods at less than fair value (dumping) is prohibited.
- c. Vendors shall give refunds to customers that are dissatisfied with products they have purchased.

13. Professional manner

- a. Vendors asked by Market Staff to remove products of poor quality or products that present a threat to health must do so immediately.
- b. Products that are cosmetically inferior or bruised may be sold as 'seconds' and must be labeled appropriately.
- c. Vendors must represent their products in an honest manner, whether written or verbal.
- d. Vendors must conduct themselves in a courteous and professional manner at the Market. Vendors must treat customers, staff, volunteers of SFC, and fellow vendors with respect.
- e. Inaccurate, inappropriate, threatening, or harassing words or statements construed as disparaging or harmful to other vendors, vendor-to-customer relationships, the Market, Sustainable Food Center, or other Market stakeholders are prohibited.
- f. All vendors should be attentive at Market to reflect a professional presence.
- g. No music other than that provided by the Market is allowed.
- h. No disruptive or aggressive promotion is allowed.
- i. Vendors are responsible for keeping their area clean during Market and are responsible for cleaning their stall location after Market is over.

14. Gross Sales Reports

- a. All Vendors must give the Market Coordinator their best estimates of gross sales for each Market. The data will be kept anonymous but is required for accurate market analysis and reporting.

15. Vendor Privacy

- a. Sustainable Food Center is committed to protecting the privacy and accuracy of confidential information to the extent possible, subject to provisions of state and federal law. Other than as required by laws that guarantee public access to certain types of information, or in response to subpoenas or other legal instruments that authorize access, personally identifiable information is not actively shared. We do not re-distribute or sell personal information collected on our application, reapplication, weekly market sales estimate collection, or private communications with market staff.
- b. Sustainable Food Center collects individual identifiable business information on vendors in the SFC Farmers' Market network including but not limited to names, addresses, phone numbers, email addresses, proprietary growing practices, labor practices, sales estimates, financial information, billing and payment information. This information is used internally by Sustainable Food Center staff to understand how best to serve vendors as we operate our two farmers' markets.
- c. We will not disclose, without written consent, personal information collected about an individual or business. We reserve the right to use photos of vendors, booth displays, specific products, and/or farm visits in a marketing capacity in advertisements, Sustainable Food Center and SFC Farmers' Market social media channels, and/or distributed printed materials. Questions regarding vendors' rights to review, modify or delete their previously provided personal information should be directed to farmersmarkets@sustainablefoodcenter.org.

Violations

Producer-Only Policy Violation

Vendors, customers, SFC staff or others who have reasonable evidence of reselling by a vendor must submit a written complaint to a SFC Farmers Market Manager. Reselling at the farmers' markets is defined as vendors offering products that have been purchased from another party and sold without substantively preparing or altering the goods. The complaint should include as much detail as is available. The name of the person submitting the complaint will be kept confidential; however, anonymous complaints cannot be accepted.

Upon receipt by SFC Farmers Market Manager of an official complaint asserting a Vendor's violation of the Producer Only rule, the Market Team will initiate the investigative process which shall take no more than 10 business days. If an on-farm inspection is determined necessary, a designated SFC staff person will conduct the inspection within seven (7) calendar days of receiving the complaint. The SFC staff person who is conducting the inspection will notify the vendor to be inspected 24 hours in advance. An inspection may require additional subject matter expertise from an objective third-party. In addition to previewing the fields and animals, the inspection may also require documentation of production or processing records, historical evidence including invoices or receipts of relevant purchases, sales receipts, dated photographs or video, and certification documents.

Upon completion of the inspection, the SFC staff person will compile the documentation and notes from observations. Any additional investigative activities (such as reliable third-party testimony, marketing channel verifications, etc.) will be compiled into a written recommendation, along with justification, to prove or disprove the violation. This written memo will be submitted to the Market Director by the 10th business day after the complaint was received. The investigation must reveal irrefutable proof that reselling has taken place in order for SFC to take further action.

The Market Team will then issue a decision on the violation of Proven, Disproven, or Insufficient Evidence in writing to the vendor in question, and provide the vendor with a copy of the documentation, the decision and justification, and the next steps relevant to the decision. Results of the inspection, including documentation, recommendation, and decision will remain confidential.

Vendors under investigation may continue to sell at the Market. If the Market Team determines that any vendor has violated the restriction against reselling at the Market, the Market Team may suspend the vendor from the Market for one year, or expel the vendor from the Market permanently. No vendor will be expelled from the Market without definitive proof that the farmer is reselling.

Late Callout Notice

If a vendor fails to notify the Operations Manager of an anticipated absence 24 hours prior to market they will be responsible for a \$15 late-callout fee. If a vendor fails to give any notice of absence from a market prior to that market’s start they will be responsible for a \$30 no-call-no-show fee.

Violation of Other Rules and Regulations

Violation of Rules and Regulations outside the *producer-only policy* and *late callout notices* will result in corrective and/or punitive action, to be determined by the discretion of the Market Team according to the following standard for the year of their vendor term.:

Violations	1	2nd	3rd	4th
Mild (Does not endanger the public or the Market)	Verbal Warning by Coordinator	Written Warning by Market Manager	Suspension from the Market	Expulsion from the Market
Moderate (poses a threat to the public or the Market)	Written Warning by Coordinator or Manager	Suspension from the Market	Expulsion from the Market	
Severe (endangers the public or the Market)	Suspension from the Market	Expulsion from the Market		

Disputes and Grievances

The following procedures are in place to provide any vendor with a clear process for settling a dispute or addressing a complaint or grievance.

On-site Resolution

SFC Farmers' Market crew and Managers are the first step in addressing any matter, and will make every effort to resolve an issue. Vendors are asked to provide the on-site Market Crew Lead with a clear explanation of an issue, and to work with staff to reach a resolution. After gathering all available information, the on-site SFC Market Lead will make a determination regarding the issue based on their interpretation of the best interest of the Market as a whole and the specific circumstances. Vendors must abide by the determination on that Market day so as to maintain order in the Market. If a vendor disagrees with the determination, the formal Grievance Process is in place.

Deliberation

A vendor may request deliberation for an issue with another vendor, with a member of SFC's staff, or other partners/stakeholders. SFC will contact the other party to suggest deliberation. Upon agreement, SFC will facilitate the deliberation between or among directly involved parties to reach a commonly acceptable resolution based on the written policies of the Market, or failing a written policy, based on the best interest of the Market as a whole. Any resolution reached as a result of deliberation will be binding for all parties. If there is any remaining disagreement, the formal Grievance Process is in place.

Grievance Process

1. Director of the SFC Farm Viability Program

A vendor should send written statement of the grievance to the Program Director within thirty (30) days of the incident. The Program Director shall use best efforts to resolve the grievance within five

(5) working days of receiving the written statement. At the end of this time period, the Program Director shall issue a written response to the grievant with either the resolution or next steps if additional time is needed to address the issue. The Program Director shall issue a final written response to the grievant within thirty (30) days of the initial complaint.

2. Executive Director of Sustainable Food Center

If unsatisfied by the Program Director's response, the grievant can appeal to the SFC Executive Director. A written statement of the grievance should be submitted to the Executive Director within three (3) working days of the Program Director's response. The Executive Director will use best efforts to resolve the grievance within five (5) working days of receiving the written statement. At the end of this time period, the Executive Director will send a written response to the grievant with either the resolution or next steps if additional time is needed to address the issue. The Executive Director will issue a final written response to the grievant within thirty (30) days of the appeal.

Governance

SFC Farmers' Markets are managed by a team of staff housed within SFC's Farm Direct program with support from Administrative / Finance staff and members of the Development / Communications team. The SFC Board of Directors provides oversight of the organization's finances and governance. Vendors are directly represented in Market policy by the Market Vendor Council. This SFC Farm Direct Policy manual provides the guidance for staff to operate the Market and its related programs. Below is a description of key staff and their roles.

SFC Farmers' Market Vendor Council

Vendor Council Role

The Vendor Council will support the Market by reviewing and making recommendations regarding Market policy, integrity, and communications, providing input and consultation on Market operations, and serving as a liaison between Market staff and other vendors. The Vendor Council may be consulted about newly approved vendor applications to provide input prior to acceptance.

The Vendor Council will also be informed in the event that a reselling complaint has been confirmed. Members of the Vendor Council may also be asked to assist with the investigation of a reselling complaint by providing specialized, professional perspective. Members will also be asked to offer guidance on the agenda and assist with planning for the Annual All-Vendor Meeting. Vendor Council input will be sought primarily via email, phone, or in-person conversation. The Vendor Council will have at least one full meeting each year.

SFC All-Vendor Meeting

All-Vendor Meeting

An all-vendor meeting will be held in late-Summer/early-Fall each year to briefly review the status of the Markets and gather vendor input and recommendations for future programming or policy. The meeting will last no more than two hours, will be interactive and engaging, and will include a meal.

SFC Farmers' Market Staff

Farmers' Market Crew

- Administrative –Collect and record vendor fees, scrip, and sales estimates; maintain vehicle and equipment upkeep logs, ensure inventory of necessary supplies
- Program Operations – Prepare and transport equipment to and from Market sites; Set up street closures and signage; Oversee set-up and break-down crews; Provide support for special events and activities.

**The SFC Farmers' Market Crew assigned to each Market has decision-making authority regarding all aspects of operations, not including financial or policy matters. The Market Crew will make necessary decisions according to this Market policy and for the good of the Market as a whole.*

Farmers Market Team Members

- Administrative Associate – responsible for onboarding, permitting, and market data collection
- Operations Manager – responsible for market crew, equipment, and logistics
- Programming Manager – responsible for market events, sponsors, and partnerships
- Policy Manager – responsible for local and statewide partnerships and initiatives with governmental agencies

SFC Board of Directors

SFC Board members are responsible for organizational governance and finance, and fulfill a fundraising and resource development function for the entire organization.

SFC Advisory Council

SFC Advisory Council members help raise the profile of SFC and the awareness of sustainable and local food systems. These activities may include, as available, being a spokesperson for SFC's mission, offering expertise to SFC, broadening our constituency base, and assisting SFC board and staff in leveraging resources