



## **BRUNSWICK RIVERWALK FARMERS MARKET**

### **RULES AND REGULATIONS**

#### **MISSION.**

The mission of the Brunswick Riverwalk Farmers Market (“Farmers Market”) shall be to promote the availability and consumption of healthy food options within a market setting that provides for social interaction and fosters a greater awareness of local farming, sustainable harvesting, and seasonal food offerings. Participation in the market shall be limited to vendors holding a duly issued permit (“Vendors”) who offer approved seafood products, fresh vegetables and fruit, eggs, herbs, processed farm products, baked goods, and nursery products (collectively, the “Goods”). Non-edible and/or manufactured goods and stock including, but not being limited to, jewelry, craft items, photographs, paintings, soaps, tee shirts, and promotional items, shall not be permitted, carried, or offered for sale in the Farmers Market.

The Farmers Market is owned and operated by the Town of Belville (“Town”) and the permitting of Vendors participating in the market and the approval of the Goods offered for sale there shall be within the discretion of the Town Manager who manages the Farmers Market in accordance with the establishing ordinance, these Rules and Regulations, and the advisory recommendations of the Belville Parks and Recreation Board.

These Rules and Regulations provide for the efficient administration and operation of the market, promote the purchase and consumption of healthy Goods, and thereby improve public health, safety, and welfare. Copies of these Rules and Regulations are available online and from the Office of the Town Clerk. Copies of the Rules and Regulations shall also be provided to approved Vendors together with the permit to participate in the Farmers Market.

#### **DAYS AND HOURS OF OPERATION.**

The Farmers Market shall be open year-round on Fridays, Saturdays, and Sundays (“Market Days”). The hours of operation on Market Days will vary by season and shall be set by the Town Manager. The Town Manager shall be responsible for determining market closures due to holidays, weather conditions, acts of God, or other causes beyond the Town’s reasonable control.

#### **APPROVED GOODS.**



Vendors who are the original growers, producers, and harvesters of or who are actively engaged in sourcing, carrying, and selling local and regional healthy foodstuffs and produce may apply to the Town for a permit authorizing their sale of approved Goods in the Farmers Market.

1. Only Vendors who have been duly issued permits for the sale of approved Goods may participate in the Farmers Market. Permits are issued on a calendar year basis and expire on December 31<sup>st</sup> of the calendar year.
2. Prior to being offered for sale, a Vendor's Goods shall first be approved by the Town Manager as part of the permit application process. Prior approval must also be obtained from the Town Manager to sell any Goods other than those initially listed in the permit application.
3. Goods eligible for sale in the Farmers Market include, but are not necessarily limited to, the following:
  - A. *Foodstuffs*. Fresh seafood, fruits and vegetables, nuts, honey, preserves, pickles, relishes, jams, jellies, eggs, and herbs.
  - B. *Processed Farm Products*. Products made and processed from raw ingredients by Vendors who are the original growers of the majority of the ingredients used in the products.
  - C. *Baked Goods*. Breads, pastries, and other deserts baked and made by the Vendors carrying and offering them for sale.
  - D. *Nursery Products*. Fresh cut or potted perennials, annuals, trees, shrubs, and bedding plants preferably grown, raised, and harvested by the Vendors carrying and offering them for sale. Seasonal nursery products which may be approved by the Town include carving pumpkins, decorative Indian corn, seasoned firewood, and fresh cut Christmas trees, wreaths, and garland.
  - E. Any Goods, including goods not specifically set forth herein, shall first be approved by the Town Manager prior to being offered for sale in the market.
  - F. All Goods permitted to be sold in the Farmers Market shall be of top quality.
  - G. All Goods offered for sale by a Vendor must comply with any applicable requirements, including inspection and labeling requirements, provided for under federal, state, and local statutes, regulations, rules, ordinances, and these Rules and Regulations (collectively, the "Legal Authorities"). Copies of any inspection



approvals, certifications, registrations, and licenses required under any Legal Authorities, shall be attached to the permit application and displayed when selling at the market when required.

- H. All Goods sold or labeled as “organic” must comply with the requirements of the National Organic Program (“Program”) and Vendors of organic Goods shall attach a copy of the certification confirming the organic status, or a signed Verification for Exempt Non-Certified Organic Producers Affidavit, to the permit application or when seeking subsequent approval for Goods not initially listed in the application. If required under the Program or under the Legal Authorities, said certification/exemption shall also be displayed when selling at the market.
  - I. No Vendor shall sell any products which have been packaged through contracted means. Third-party packers and private labeling are prohibited.
- 4. No person or entity, while on the market premises and by his/her/itself or by and through others, shall carry, offer to sell, or sell any Goods of any kind except as approved under and in conformity with the terms and conditions of a duly issued permit that is in full force and effect.
  - 5. In the event a Vendor, while on the market premises and by his/her/itself or by and through others, carries, offers to sell, or sells any Goods of any kind which have not been approved under or which do not conform with the terms and conditions of a duly issued permit that is in full force and effect, the Town Manager may immediately suspend the subject permit.

### **FEES.**

- 1. Permit fees shall be charged to the Vendors and paid in advance with their permit application as follows: \$260 per quarter for a 10x12 foot space and \$390 per quarter for a 10x24 foot space. Permit fees may be revised from time to time by the Belville Board of Commissioners (“Board”) and are non-refundable in the event of Market Day closures or the suspension/revocation of a permit as provided for herein.
- 2. Vendors shall receive receipts of paid permit fees from the Town including receipts for cash payments.
- 3. Vendors shall provide the Town Manager with at least twenty-four (24) hours’ notice if they will be unable to attend on a scheduled day. Such notice may be provided by hand delivery or by electronic mail to [townmanager@townofbelville.com](mailto:townmanager@townofbelville.com).



## **PERMITS.**

1. Participation in the Farmers Market is conditioned upon obtaining a duly issued permit from the Town. Vendor spaces are limited, and applications will be considered on a “first-come, first-served” basis.
2. Growers, producers, and harvesters interested in participating in the Farmers Market shall complete the Application for Vendor Permit (“Application”) attached hereto and submit it to the Town Manager together with any required attachments and the applicable permit fees. In the event a permit is denied, the fee payment will be returned to the applicant.
3. To be considered by the Town Manager, Applications must be completely filled out in accordance with the instructions set forth therein. Insufficient applications, including those which omit any required attachments, shall not be considered by the Town Manager.
4. In the event an application is approved, a Certificate of Insurance verifying required insurance coverage and limits and listing the Town as an additional named insured (and not just as a certificate holder) must be delivered to the Town Manager as a condition of the permit being issued.
5. All applicants are required to attach a copy of their North Carolina Department of Revenue Certificate of Registration to their application. If an applicant is exempted from this requirement, then a copy of the exemption must be attached to the Application.
6. Applicants whose Goods require inspection approvals, certifications, and/or licenses are required to attach copies of the same to their application.
7. A limited number of vendor spaces are available on a quarterly or annual basis within the calendar year.
8. Preference shall be given to local southeastern North Carolina persons/entities growing, producing, harvesting, sourcing, and carrying eligible Goods.
9. Vendors applying for a new permit who participated in the Farmers Market during the previous calendar year shall be given a first right of refusal for vendor space.
10. Each Vendor is responsible for collecting and reporting his/her/its income and sales taxes where applicable and in accordance with any Legal Authorities.



### **VENDOR SPACES.**

1. Vendors are required to keep their vendor spaces organized, professional in appearance, and easily accessible to customers.
2. Vendors shall provide their own chairs and the equipment (display cases, portable refrigerators, etc.) necessary for the legally compliant display and storage of their Goods. The Town provides electric service. If water service is necessary, then connections and fees shall be the responsibility of the Vendor.
3. Each vendor space shall have signage indicating the Vendor's name and address.
4. Vendors shall prominently display their North Carolina Department of Revenue Certificate of Registration.
5. Prices of the Goods shall be posted or the Goods themselves individually priced.
6. A current state certification sticker shall be visible on any scales used by Vendor.
7. Vendors shall comply with all Legal Authorities applicable to their participation in the market including product labeling and display/storage requirements.
8. Vendors shall keep their spaces clean and sanitary and shall remove and haul away all food, produce, and fruit cuttings, trimmings, wrappings, and equipment at the close of each Market Day. On-site trash receptacles provided by the Town are for public use only.
9. Vendors shall not sublease their vendor spaces.
10. Smoking is not allowed in the vendor spaces or in the Farmers Market.
11. The Town reserves the right to monitor Vendors, their spaces, and the Goods they offer for sale.

### **VENDOR CODE OF CONDUCT.**

1. The Town prohibits, in all of its programs and activities, discrimination on the basis of race, color, creed, national origin, age, disability, gender, marital status, familial status, religion, sexual orientation, veteran status, or socio-economic status.



2. The Town prohibits, in all of its programs and activities, harassment and inappropriate conduct including, without limitation, sexual innuendoes, lewd remarks, threats, epithets, derogatory comments, visual depictions, unwelcome jokes, and teasing.
3. The Town prohibits discrimination, harassment, and inappropriate conduct in any form including unwanted verbal, non-verbal, and physical acts and discriminatory, harassing, and inappropriate emails; voicemails; chat rooms; social media; internet use or history; text messages; videos; pictures; images; writings; words; and gestures.
4. Discrimination, harassment, and inappropriate conduct by Vendors or their owners, employees, servants, and agents in or around the Farmers Market is strictly prohibited and may result in the immediate suspension and/or revocation of the Vendor's permit.
5. Vendors, and their owners, employees, servants, and agents shall comply with all applicable Legal Authorities.
6. Vendors shall not engage in unfair or deceptive business practices and shall act in such a way to promote honesty, integrity, and fairness in their course of dealing with the public.
7. Vendors shall price their Goods at market value and are prohibited from unreasonable price cutting of quality Goods. The price of lesser quality or overripe Goods labeled as such may be discounted. The posted pricing of Goods must be maintained through the course of a Market Day.
8. Violations of the Vendor Code of Conduct may result in the suspension and/or revocation of the Vendor's permit.

### **VIOLATIONS.**

It is within the Town Manager's discretion to determine if a Vendor has violated any applicable Legal Authorities. Such violations include, but are not necessarily limited to the following:

1. Discrimination, harassment, or inappropriate behavior as set forth in the Vendor Code of Conduct.
2. Any other violation of the Vendor Code of Conduct.
3. Arriving late on Market Days and/or leaving the market before its closure.
4. Not appearing at the market on Market Days without twenty-four (24) hours' advance notice by electronic mail to [townmanager@townofbelville.com](mailto:townmanager@townofbelville.com).



5. Selling Goods before or after the market's hours of operation.
6. Failing to pay required permit fees in advance of participating in the market.
7. Violating any provisions under the Legal Authorities which are applicable to the Vendor's participation in the market and the Goods being sold there including any health, safety, labeling, storage, certification, inspection approval, license, registration, and display requirements.
8. Disposal of Vendor trash and rubbish in public trash receptacles.
9. Carrying, keeping for sale, offering to sell, or selling any foodstuffs, produce, merchandise, or other goods of any kind except those approved under a duly issued permit in full force and effect.

#### **EFFECT OF VIOLATIONS.**

1. Whenever a violation occurs, the Town Manager may suspend or revoke the Vendor's permit as he/she deems fair, just, and reasonable under the circumstances. Any suspensions shall be for a period of not less than two (2) and no more than six (6) full Market Days.
2. Written notice setting forth the basis of any suspension or revocation shall be provided to the Vendor by the Town Manager within two (2) business days after the effective date of the suspension/revocation and delivered by personal delivery, electronic mail or certified mail at the addresses set forth in the Vendor's permit application.
3. Any Vendor whose permit has been suspended or revoked shall not enter onto the market premises for any purpose. In the event of a suspension, the subject Vendor shall be ineligible to apply for a new permit during the period of suspension.
4. In the event of a revocation, the subject Vendor shall be ineligible to apply for a new permit for one (1) year following the revocation unless sooner allowed by the Town Manager in his/her discretion and as deemed fair, just, and reasonable under the circumstances.
5. Any Vendor whose permit has been suspended more than two (2) times within a twelve (12) month period may, upon an occasion giving grounds for a third (3<sup>rd</sup>) suspension, have the permit permanently revoked.
6. Any Vendor entering onto the market premises while his/her/its permit has been



suspended or revoked, and any person remaining on the market premises after being ordered to leave by an authorized representative of the Town, shall be considered a trespasser and may be subject to criminal and civil liability as a result thereof.

7. Any Vendor contesting the suspension or revocation of a permit may, within seven (7) calendar days after the date on which the Vendor received written notice of the suspension or revocation, appeal the action and request an appeal hearing before the Board. The appeal and request for a hearing shall be in writing setting forth the appellant's contested issues and timely filed in the office of the Town Clerk. The Town Clerk shall fix a date and time for the hearing and provide written notice of the same in accordance with the provisions of N.C.G.S. § 160A-388(a2).
8. The appeal hearing shall be conducted in accordance with the provisions of Section 9.1.8.B. *Quasi-Judicial Hearings* of the Town's Zoning Ordinance, and the appellant shall be given the opportunity to testify under oath, examine and cross-examine witnesses, and present evidence to refute the findings supporting the suspension or revocation.
9. Upon completion of the hearing, the Board shall, in open session, consider the evidence, determine contested facts, and by majority vote, may reverse or affirm, wholly or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made provided that the Board's decision shall be based upon competent, material, and substantial evidence in the record.
10. Within seven (7) calendar days after the date of the hearing, the Board's decision shall be reduced to writing and reflect the Board's determination of contested facts and their application to the applicable standards set forth herein and, in the Rules, and Regulations. The written decision shall be signed by the presiding officer at the hearing, filed with the Town Clerk, and delivered to the appellant, and to any person who has submitted a written request for a copy of the same, by personal delivery, as certified by the Town Clerk, electronic mail, or certified mail, return receipt requested.
11. The Board's decision shall be subject to review by the superior court by proceedings in the nature of certiorari in accordance with the provisions of N.C.G.S. §160A-393. A petition for review shall be filed with the clerk of superior court within thirty (30) days after the date on which the written copy of the decision was delivered.

## **MARKET MANAGEMENT.**





1. The Town Manager shall be responsible for the day-to-day management of the Farmers Market and is authorized to implement market policies and enforce the provisions of these Rules and Regulations. Any inquiries or concerns concerning the market should first be addressed to the Town Manager.
2. Conflicts between Vendors and customers should be brought to the attention of the Town Manager for final resolution.
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#### **REQUIRED INSURANCE AND INDEMNIFICATION OBLIGATION.**

1. Vendors shall maintain policies of insurance and minimum coverage limits as follows:

Product Liability:	\$1,000,000 per occurrence;
General Liability:	\$1,000,000 per occurrence;
Automotive Liability:	\$1,000,000; and
Workers Compensation:	As required by North Carolina General Statutes

Written certification of all such coverage, with the Town named as an additional insured thereon, and not just as a certificate holder, shall be delivered to the Town Manager prior to and as a condition of a permit being issued. Vendors shall provide the Town Manager with no less than thirty (30) days' written notice before the effective cancellation date of any required insurance coverage.

2. Vendors participating in the Farmers Market shall be individually and severally responsible to the Town for any loss, personal injury, disease, death, and property damage which may occur as a result of the Vendor's negligence and/or the negligence of its owners, employees, servants, and agents. Vendors agree to indemnify and hold the Town and its elected and appointed officials, employees, agents, representatives, and volunteers ("Town Parties") harmless from any and all claims, losses, costs, damages, and other expenses suffered or incurred by the Town Parties by reason of the Vendor's participation in the market; provided that Vendors shall not be responsible for nor obligated to indemnify the Town Parties for any claims, losses, costs, damages, and other expenses resulting from the sole negligence of the Town Parties.