



## HAMMOND FARMERS MARKET OFFICIAL RULES, REGULATIONS, AND ELIGIBILITY REQUIREMENTS

### **The Hammond Farmers Market Mission Statement:**

The mission of the Hammond Farmers Market is to provide an outlet where local farmers, producers, and artisans can unite to educate and serve our community while offering healthy choices and unique creations to consumers.

### **The Hammond Farmers Market Vision Statement:**

We believe in healthy living. We dream of a community that celebrates and patronizes local family farms and businesses. We hope to cultivate an educated generation that respects hard work and preserves the land on which we live.

### **Application Process**

1. Application packet can be downloaded from the DDD website at [www.dddhammond.com](http://www.dddhammond.com) or picked up at the DDD office. All application packets MUST be mailed in or dropped off to the office during DDD hours. Applications will not be accepted Saturday mornings during Market hours.

**Mail to: DDD (Hammond Farmers Market) 2 W. Thomas Street Hammond, LA 70401.**

2. Complete the vendor application and provide a **\$15 non-refundable application fee.**
3. After a review of the application, you will be notified via email or phone call that your business has either been denied or accepted on a preliminary basis. Those accepted on a preliminary basis will schedule an interview and product review with the HFM Manager.
4. If necessary, the HFM Manager will brief the DDD Executive Director/Board of Directors on the interview.
5. The HFM Manager will notify you on your business' approval status and discuss a start date if applicable.

**\*\*Approved Vendors cannot participate in HFM until proper tax documents are submitted & recieved. See page 9 for tax ID papwerwork.\*\***

### **Expectations of a Basic Market Tenet:**

*A HFM Vendor should...*

- Always uphold the mission and vision of the HFM.
- Be consistent and reliable. All vendors are expected to participate in the Market on a regular basis throughout the year.
- Understand that you must grow it or otherwise produce it in order to sell it.
- Acknowledge that the Market Manager's approval is required if you have a change/addition in product, or otherwise deviate in any major way from your normal means of operation.
- Be present for the duration of the Market as scheduled.
- Be able to offer enough product volume to sell for the allotted Market time.

### **Operation Time and Location**

The Hammond Farmers Market is scheduled *every* Saturday of each month year round. The market is open from 8:00 a.m. to 12:00 p.m.\* and is located at 2 W. Thomas Street next to the Post Office.

\*The Hammond Farmers Market is open year round, rain or shine. Dependable vendor turnout is critical to establishing a dependable customer turnout. Management reserves the right to condense or extend Market hours.

## OFFICIAL RULES, REGULATIONS, AND ELIGIBILITY REQUIREMENTS

Market participation is subject to the following rules.

### I. General Rules

**A. Definition of Vendor and farm/production facility:** “Vendor” shall be defined as the producer of goods sold and shall include the spouse, siblings, children, parents, and employees of the applicant who assist in cultivation and/or production at the same property or properties listed in the application under the “Name(s) of farm/production facility.” Vendors may be subject to a scheduled farm/facility visit by the Market Manager. The visit would take place at a time convenient to the Vendor and Market Manager.

**B. Items Permitted for Sale:** The Market Advisory Committee has ultimate application review and approval authority.

1. **Products permitted for sale in Category 1:** *Fresh Produce, Plants, Flowers:*

This category includes foods that have *not* been identified as sources of food-borne illness historically: items such as, but not limited to, raw vegetables and fruits, edible plants, eggs, honey, shelled peas and beans, nuts, garlic, spices, grains, herbs, bedding plants, etc. Vendors who wish to claim their produce as organic must provide proof under the Louisiana Certified Organic Program. Produce grown or produced at a location unlisted in the Vendor’s application is not eligible for sale. The development of grower cooperatives is encouraged, in which case farmers may sell limited amounts of produce from neighboring farms at the discretion of the Market Manager. In this case, the address of each farm participating in the cooperative and the name of each farmer should be included on the application. All products sold must be grown or otherwise produced by the Vendor.

2. **Products permitted for sale in Category 2:** *Prepared Food:*

This category includes foods that have been identified as the source of few outbreaks of food-borne illness. They are usually packaged in plastic bags or glass/plastic bottles, jars, cups, bowls, etc. and include items such as, but not limited to, native wines, herbal vinegars, cider, pastries, cookies, cakes, cheesecakes, chocolates, fruit syrups, jellies, jams, herbal and vegetable spreads, sandwiches, pies, stuffed breads, fresh pasta, fresh juice, etc.

3. **Products permitted for sale in Category 3:** *Fish, Meat & Dairy:*

This category includes the most common sources of food-borne illnesses, some of which are life threatening. Proper cleaning, transportation, and storage environments are required. These include raw and frozen meats (beef, lamb, mutton, pork, goat, etc.); raw and frozen small poultry; raw and frozen game; raw and frozen/live fin fish, muscles or shellfish, or other types of seafood; fluid milk and fresh dairy products; cheese; canned and pickled products; cured sausage and cured meat.

4. **Products permitted for sale in Category 4:** *Artisan Trade Service Products & Farm Crafts:*

An “Artisan Trade” shall be defined as a skilled job or trade that involves making things by hand, typically one requiring manual skills and special training.

**4a:** Artisan Trade Service Products are produced by traditional traders like carpenters, blacksmiths, leather workers, glassblowers, potters, jewelers, seamstresses, etc.

**4b:** Artisan Trade Farm Crafts have been traditionally produced using farm products and include items such as, but not limited to, homemade soaps, candles, lotions, body oils, balms, hand-dyed yarns, woven goods from local materials and other prepared items that are not suitable for consumption. Artisan Trade Farm Crafts may be allowed at the discretion of the HFM Advisory Committee and the Market Manager. Artisans must produce original work to be reviewed by Market Advisory Committee.

**C. Products Not Permitted For Sale\* (unless grandfathered in as of January 2017):**

1. Produce grown or produced at a location not listed on the application.
2. Items not approved in advance by Market Manager.
3. Items purchased by the Vendor for resale.

4. Products that may be in conflict with any copyright infringement laws including but not limited to: sports teams, cartoons, etc.
5. Artisan Trade products that consist of pre-fabricated items. No more than 25% of the materials should be pre-fabricated. This includes, but is not limited to, jewelry, dishware, etc. The container that the product is held in is not required to be handmade. Handmade sewing products may be an exception to this rule. Speak to the HFM Manager for details.
6. Prefabricated clothing (shirts, dresses, bows, etc.)
7. Machine monogrammed or screen printed items unless the product is handmade
8. Weapons
9. Political or religious items

**\*\*If you have to cut a price tag or label off before putting it directly on your table, it is not acceptable to sell.\*\***

#### **D. Diversity of Products: Our Goal**

Our goal is to house a diverse array of Vendors and products at each Market. Below are the approximate vendor/product ratios that will be accepted into Market:

1. We will strive to have at least 30% of our vendors derived from Category 1. This category's ratio will never be limited as farmers are the heart and soul of our Market.
2. 20% will be derived from Categories 2 and 3. In the event that Category 1's ratio is lower than expected, Category 2 and 3's ratio percentage can be increased to achieve a status of 50% between Categories 1, 2, and 3.
3. No more than 30% will be derived from Category 4a.
4. No more than 20% will be derived from Category 4b. This category can be sorted further at the Manager's discretion to ensure product diversity within the category.

**\*\* Please note that in the event that a Vendor sells numerous products that crossover into multiple categories, the more dominant product will serve as the basis for categorization. \*\***

**\*\*Once a particular category of the Market reaches vendor capacity, vendors with similar products will be accepted at the discretion of the Market Manager. \*\***

#### **E. Grandfather clause**

In March 2017, the Market Rules and Regulations were updated regarding permitted items for sale at Market. Vendors that received their acceptance prior to this date that do not meet the category criteria or fall within section I. C will be permitted to remain a Market vendor and practice their current form at the discretion of the HFM Manager.

#### **F. Health regulations**

All vendors participating in the Hammond Farmers Market must comply with the sanitary rules and regulations of the parish and state health departments. All food must be elevated off the ground at least six (6) inches, fresh (not last week's produce on sale today), and grown in accordance with all local, state, and federal regulations. Moreover, value-added products, such as baked-goods, jams, jellies, and other products must be produced in accordance with state health regulations.

### **I. Market Manager**

#### **A. The Market Manager's duties include:**

1. Management of the Hammond Farmers Market
2. Collection and forwarding of rents or fees
3. Recording of attendance
4. Acting as the liaison between the Hammond Downtown Development District and approved Vendors
5. Mediate minor disputes on behalf of the Hammond Downtown Development District
6. Inform the Hammond DDD Executive Director/Board of Directors of any known or alleged violations of the guidelines
7. Report appropriate tax data to local and state agencies

**B. The Market Manager's Schedule:**

1. The Market Manager is allotted off as deemed appropriate by the DDD Executive Director. The office will be closed during the Market Manager's absence when a substitute is not present.
2. The Market Manager will be available by 7:30 a.m. on Saturdays for vendors. The office will close at 1 p.m. on Saturdays.

All decisions made by the Market Manager are subject to review and revision by the DDD Executive Director and/or the DDD Board of Directors.

**III. General Operating**

**A. Rent Schedule**

**A1. Monthly rent for booths requiring electricity:**

1. Saturdays of each month: \$25 per Saturday.
2. Advanced payment discount: \$95 per 4 week month/\$120 per 5 week month.

**A2. Monthly rent for booths not requiring electricity:**

1. Saturdays of each month: \$20 per Saturday.
2. Advanced payment discount: \$75 per 4 week month/\$95 per 5 week month.

Rent should be ready for collection at the beginning of each Market. Advanced payments are due at the beginning of the month.

We can accept checks and cash. Checks can be made payable to the Downtown Development District. Please do not send a payments to participate in Market until application has been approved. All payments will be processed by the city, and receipts will be available the following week. Receipts for the month will be issued in bulk by the second week of the following month alongside state tax paperwork **unless otherwise requested by the vendor in writing.**

All approved applicants who sell goods in the Hammond Farmers Market are required to pay rent for the space which they use. Rents due from each approved vendor shall be collected by the Market Manager, who shall be responsible for the recording of all rent due and paid. The Market Manager shall forward all payments to the **Downtown Development District 2 W. Thomas St. Hammond, LA 70401.** The Market Manager's records of rent due and paid shall be open for inspection at all times.

**B. Continuity & reliability**

The strength of any farmers market is the presence of a number of vendors with a diversity of products. When you sell at the market, you are operating a small business. As with any business, your customers must be able to count on your consistent presence. Similarly, for this farmers market to be a success, and for your business to be a success, you must be able to count on the consistent attendance of other vendors and they must be able to count on you. Continuity and reliability are critical! Exceptions to the rule are illness, accidents, family and crop crises, and other instances deemed to be a legitimate emergency by the Market Manager. Vendors that have not alerted management of an extended leave of absence must reapply to become a vendor after 3 months of dormancy. Vendors should inform the Market Manager at least 24 hours in advance if they will not be participating that Saturday. Violations of this rule will be handled using section III N. Legitimate emergencies will serve as an exception to this rule, and are, again, deemed legitimate at the discretion of the Market Manager. Email: [hammondmarket@gmail.com](mailto:hammondmarket@gmail.com). Phone: (985)277-5682

**C. Hold-harmless Clause and Insurance**

All authorized vendors participating in the Hammond Farmers Market shall be individually responsible for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the Downtown Development District harmless from any loss, costs, damages, and other expenses, including attorney's fees, suffered or incurred by the Downtown Development District by reason of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the Downtown Development District for negligence, its servants, agents, and employees. Because no insurance is provided to participants in the Hammond Farmers Market, each vendor must carry his/her own product liability insurance (if

applicable) and must be prepared to present it at the market.

#### **D. Space Assignment**

The Market Manager shall assign spaces on or before market day. Vendors can display produce on tables facing the public or on the back of a vehicle, but not on the ground (with the exception of live plants). Canopies, tents, and umbrellas are allowed. Canopies, tents, and umbrellas, as well as vehicles, tables, and merchandise, are not to extend into the space of another vendor unless such has been agreed to by both parties and the Market Manager. Fees are determined on a per space basis. Any expansion beyond one space into any part of another will require that rent be paid for the whole of that additional space. Space assignment is made at the discretion of the Market Director. **No guarantee is made that a space will be reserved indefinitely for a vendor.** The location determined for the vendor by the Manager is not subject to dispute.

**\*\*Space dimensions are approximately 10 feet x 10 feet.\*\***

#### **E. Setup**

Vendors are responsible for setting up their displays and keeping their space(s) clean. Vendors are encouraged to have setup completed fifteen (15) minutes before the beginning of the market. Vendors must arrive no later than 7:45 am on Market day. Vendors who arrive after 7:45 am will not be permitted to set up except in case of an emergency.

#### **F. Take Down**

All vendors shall clean up their areas at the end of each market day. Vendors shall be responsible for the cleanliness of their selling area. All vendors agree to the necessary supplies to keep the market area free of any debris generated by market activity. Vendors shall not use public trash receptacles for disposal of produce boxes and unsold produce. Market trash cans are available for Vendors to use after the close of Market.

Take down shall not begin before the official end of Market that day. If a vendor sells out of product, the farm or business signage and tables/coverings must remain set up at the booth, along with a sign indicating that the vendor is out of product. A vendor should only sign up for Markets that he or she can remain present for the entirety of the market's operating hours. Vendors may substitute and rotate employees as needed in this instance. Violation of this rule will be handled as explain in section III N. Emergency situations will be considered.

#### **G. Weather Policy**

The Market is open rain or shine, however, in the event of a tornado warning or a City of Hammond closure/state of emergency, the Market will be shut down that day. In this instance, there will be a credit available to prepaid vendors for the following Market date. In the event of early morning severe weather (prior to market beginning), the Market Manager holds the right to postpone the start of market to 9:00am at their discretion. Vendors will be notified of postponement via email from the Market Manager. Vendors must be set up by 9:00am on dates when the market is postponed in order to participate. In the event that Market is postponed, the Market day will end at its scheduled time, 12:00pm, unless otherwise specified by management. The Hammond Farmers Market and its vendors will recognize the Southeast Louisiana Storm Spotters ([www.selawx.com](http://www.selawx.com) or facebook.com/selawx) as their primary source of weather information. A notice must be given to the Market Manager if weather will inhibit a single vendor from participating in a confirmed Market\*. See section III B for cancellation procedures.

**\*Please do not assume that management knows you won't be able to sell in the rain!\***

#### **H. Pricing, Weights, and Measures**

Each vendor will operate as an individual entity and, as such, each vendor is responsible for setting his/her own prices. Weights and measures are expected to be in accordance with all applicable local, state, and federal rules and regulations.

#### **I. Signage**

All signage shall be clean, free of foul language, and function in a way that limits potential harm to patrons (extreme example: hanging a wooden sign overhead with dry rotted rope). Vendors must keep all signage in close proximity

to their assigned spaces, as signs in walkways could be seen as a hazard. The Market Manager can require a Vendor to remove signs if signage does not meet these requirements.

**J. Labeling**

All vendors are expected to clearly label all products, as necessary, in accordance with all applicable local, state, and federal rules and regulations. Produce does not have to be labeled individually. Ingredients should be listed.

**K. Sales tax**

Each vendor will operate as an individual business entity and, as such, each vendor is responsible for collecting his/her own local and state sales tax, where applicable. Farmers selling their own produce directly to consumers are exempt from sales taxes but are still required to file for said exemption. Value-added producers (i.e. bakers, preserve-makers) may be required to pay sales and other taxes. Any vendor who has not paid taxes will be in violation of the HFM Rules and Regulations and will be subject to probation until taxes are filed. Application for Business Sales Tax must be completed after acceptance to the HFM and submitted before your given start date.

**\*\*For nonparticipating months you must still file zero or your payment will be marked delinquent.\*\***

Please note that employees of the Downtown Development District cannot give tax advice. Any questions regarded Sales Tax can be directed to:

Tangipahoa Parish School System – Sales and Use Tax Division  
P. O Box 159  
Amite, LA 70422-0159  
985-748-5229

OR

Special Events  
Louisiana Department of Revenue  
Sales Tax Return  
1450 Poydras St. Suite 800  
New Orleans, LA 70112-0800

OR

Your trusted financial advisor.

**L. Miscellaneous**

No firearms. No alcoholic beverages (except for legal sale—see Ord. No. 3014, § III, 5-4-04).

The Hammond Farmers Market is a *non-smoking environment*. We ask vendors to help us show customers who smoke to designated smoking areas. (Across the train tracks or 50 feet away from Market). Well trained pets are welcome at the HFM.

**M. Non-profit organizations**

Non-profit organizations are invited to provide information at the Market if space is available; however, fundraising is not allowed. During Market scheduled events, certain organizations may be exempt to this rule at the discretion of the Market Manager.

**N. Violations**

Violations of the Hammond Farmers Market Rules and Regulations will be handled as follows (unless otherwise noted in the Rules and Regulations for specific policies).

1. 1st offense: Verbal reminder and/or Written Notice
2. 2nd offense: 2 week suspension. Vendor must also to meet with the Market Manager and/or DDD Executive Director/Board of Directors
3. 3rd offense: Removal from Market participation. Vendors that are removed from the roster due to

violation cannot reapply to the Market for 6 months.

#### **O. Complaints:**

Any complaint against any vendors regarding the origination of produce or goods, or any other matter, must be directed to the attention of the Market Manager.

##### **1. Vendor/customer conflicts:**

Any conflict, or potential conflict, which may arise between a vendor and a customer must be brought to the attention of the Market Manager for resolution, and, should further action need to be taken, to the DDD Executive Director/Board of Directors.

##### **2. Sole discretion:**

When the Market Manager and/or DDD Executive Director/Board of Directors, in their sole discretion, determine that a vendor has violated any provision of these guidelines, a vendor may receive a warning, temporary suspension, or expulsion from the Hammond Farmers Market.

##### **3. Market Manager's suspension authority:**

The Market Manager shall have the authority to warn or temporarily suspend a vendor for the next market day, based on the Market Manager's personal observation of a violation of the guidelines.

##### **4. Cancellation of application:**

The Downtown Development District reserves the right to cancel the approval of any vendor's application at any time if and when the Downtown Development District finds said vendor in violation of any of the aforementioned guidelines and eligibility requirements.

#### **P. Goodie Bag Giveaway**

Our Goodie Bag Giveaway program provides a fun way to connect with customers, increase sales, and capture email addresses to strengthen our customer base and outreach. Customers will receive a punch for each \$10 purchase. If purchase is over \$10, customer will receive a punch for each \$10 spent. Cards can be turned into the information table at the HFM. Vendors should have a hole punch ready for their first day of Market. The Market Manager will collect donation items on the last Saturday of the month.

#### **Q. Vendor Disruption**

Profanity, shouting and disruption to the market *will not be tolerated*. Vendors may be put on probation or expelled from market if they are found to be a disruption to other vendors or customers.

#### **R. DDD Events**

Vendors may be allowed to set up during DDD sponsored events (ie- Hot August Night, Starry November Night). Prepayment is required. Vendors must provide their own tents and tables for these events. Vendors for these events will be scheduled on a first come first serve basis once the Market Manager has opened the event up for registration and payment has been received. Spaces will be assigned with the event in mind (see section III D.) Setup will commence after 3:30 p.m. and tear down will not be permitted until after 10 p.m. The office will be closed to vendors at 10:30. Restrooms will not be open to vendors during these events.

#### **S. Modifications**

The Market Advisory Committee reserves the right to revise the Hammond Farmers Market Rules and Regulations at any time as is deemed appropriate.

#### **T. Brick and Mortar**

Businesses that collect majority of their sales through a brick and mortar facility will not be permitted to vend at the Hammond Farmers Market. Exceptions to this rule include businesses permitted to vend at the market prior to the brick and mortar's opening.

#### **For more information please contact:**

**Michelle Kendall, Market Manager**  
**Hammond Farmers Market**  
*hammondmarket@gmail.com*  
*DDD office number: (985)277-5682*  
*2 W. Thomas St.*  
*Hammond, LA 70401*

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Hammond Farmers Market Vendor Application

To be completed by DDD personnel
Date received:
Application fee:
Employee initial:
Interview date:

Farmer/Vendor Information:

First Name Last Name
Farm/Business Name
Address
City/State/Zip Parish
Phone Fax Cell
Email
Address of Farm, Kitchen or other Facility (if different from above):

Numbers of Acres in production (if applicable):
Do you plan to participate in the Market consistently? Yes No
If no, please explain why:
Are you currently a vendor or have you sold at this Market before? Yes No
Do you currently participate or have you ever participated in another Farmers Market? Yes No
Do you intend to sell raw produces (fruits, vegetables)? Yes No
Do you intend to sell value prepared food or meat, fish or dairy? Yes No
If yes, do you prepare your products in state approved- Commercial kitchen? Yes No
Do you intend to sell Artisan Trade Service Products & Farm Crafts? Yes No

Product Information: Please specify what you intend to sell at the Market. Specify types of vegetables, baked goods, crafts, art etc. Use back of page or attach separate list if necessary.

Social Media/Website Information: Please list any links/handles to business websites or social media.

Facebook: Twitter: Instagram:
Website: Other:

Applicant Statement:

I AGREE to abide by the Rules and Regulations of the Hammond Farmers Market Packet.

Signed: Date:

\$15 Non-Refundable Application Fee Attached: Cash: Check/Money Order:

Please make payable to Hammond Farmers Market (DDD). Mail Application and fee to DDD, #2 W Thomas St. Hammond, LA 70401

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# APPLICATION FOR BUSINESS SALES TAX ACCOUNT

TANGIPAOHA PARISH SCHOOL SYSTEM

SALES AND USE TAX DIVISION

P.O. BOX 159

AMITE, LA. 70422-0159

(985) 748-5229 • FAX (985) 748-2489

\* PLEASE PRINT LEGIBLY

IS THIS A TRANSFER BUSINESS NAMES MAILING ADDRESS	1		FROM WHOM	
	2			
	3			
	4			
CITY	5		STATE	ZIP
HOME PHONE NUMBER	6			
DESCRIPTION OF SALES OR BUSINESS ACTIVITIES	7			
OWNER'S NAME	8			
DATE OF BIRTH	9	DRIVERS LICENSE NO.	SOCIAL SECURITY NO.	
MANAGER	10			
DATE OF BIRTH	11	DRIVERS LICENSE NO.	SOCIAL SECURITY NO.	
BUSINESS LOCATION STREET OR ROAD	12	IS BUSINESS LOCATED INSIDE CITY LIMITS? YES OR NO		
	13			
CITY	14		STATE	ZIP
BUSINESS PHONE NO.	15			

<b>FOR OFFICE USE ONLY</b>
<b>VENDOR NUMBER</b>

<b>STATUS</b>

<b>BUSINESS LOCATION</b>

<b>WARD</b>

<b>CODE</b>

16	DATE BUSINESS STARTED OR WILL START AT THIS LOCATION.	MO.	DAY	YR.

ORGANIZATION 17	(CIRCLE ONE)	INDIVIDUAL	CORPORATION	PARTNERSHIP
		NON-PROFIT	GOVERNMENT	OTHER
	(OTHER)			

REFERENCE 18	NAME	ADDRESS	PHONE
	A		
	B		
	C		
	D		

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE