



WESTERN WAKE FARMERS MARKET, INC.

2023 MARKET RULES

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Section One: About This Document

This document represents the Market Rules and Procedures (Market Rules or Rules) for participation as part of the Western Wake Farmers Market (WWFM or Market).

These Rules apply and are available to all customers, visitors, and persons renting or using space at the market to offer products for sale or information to the public (Market Vendors or Vendors). Vendors applying or reapplying for admittance to the Market are expected to review this document and the Vendor Application thoroughly before every application process, and when provided an updated version by WWFM management. Vendors at WWFM agree to abide by these Rules.

These Market Rules are subject to change at the discretion of the Market Board of Directors (Market Board or Board), and it is the obligation of each vendor to ensure compliance with the current Market Rules. This document is maintained on the Market website, <http://www.wwfm.ag>, and is available upon request from the WWFM Board or their designated representative (Market Manager or Manager).

Section Two: About Western Wake Farmers Market

i) Mission

The mission of Western Wake Farmers Market, Inc., is to provide residents of Western Wake County and surrounding communities with a local resource for direct access to fresh food and products from regional farmers and artisans while promoting a more connected community through events and educational opportunities at the market.

ii) Organization

The Western Wake Farmers Market, Inc. is organized as a North Carolina corporation, led by an all-volunteer Board of Directors as stipulated in the bylaws of the organization.

WWFM Inc. has paid employees who run day-to-day operations and report to the Board. The Market hires independent specialists to provide professional services such as accounting, or other services as the Board requires.

Numerous volunteers, in addition to the Board, support the operation of the Market. Volunteers perform many and varied tasks related to the operation of the Market.

iii) Location and Hours of Operation

The WWFM operates at 280 Town Hall Drive, Morrisville, NC 27560 (the "Market Site"). The Morrisville location is open year-round on Saturdays and has two seasonal sessions. The Summer session begins at 8:00 AM and ends at 12:00 PM from April through November, and the Winter session begins at 9:30 AM and ends at 12:00 PM from December through March. Market days and times are subject to change.

iv) Market Cancellation

WWFM will attempt to operate every scheduled session, rain or shine. Occasionally, extreme weather or site-specific emergencies may force the cancellation of a single session.

The determination of whether or not to cancel is at the discretion of the Board, or as dictated by local authorities or site owners. The Market will be closed if the government declares a State of Emergency that impacts our region, or if the site owner decides to make the site unavailable for any reason.

Market cancellation decisions will be made as early as practical and communicated via email, social media and other available methods.

Notification of Market cancellation will be provided electronically via three channels:

- Email will be sent to all vendors at their email address on record (the one they included in the vendor application)
- The Western Wake Farmers Market Facebook page at <https://www.facebook.com/pages/Western-Wake-Farmers-Market/106903512440>
- The Western Wake Farmers Market Instagram account at <https://www.instagram.com/wwfarmersmkt>

If the Market is cancelled, vendors are NOT permitted to set up, sell, or deliver goods at the Market site, under any circumstances.

In the event of localized inclement weather or poor road conditions, vendors are encouraged to use their own good judgment about whether to attend a market that is NOT canceled, taking into account conditions at their location. Safety is the paramount consideration, and **in no case does WWFM expect vendors to compromise safety to attend the Market.** Absence due to conditions that pose a threat to safety is expected and excused, without question. Be safe!

v) Non-Vendors At The Market

Various individuals and organizations may, from time to time, collaborate with the Market to present information and products to Market customers, either at their own request, or at the request of the Market. These guest organizations may or may not be promoting physical products at the Market. The Market Manager, using their good judgment, has the discretion to permit or deny requests made by these individuals or organizations. However, the Board has the ultimate authority to decide these matters should a question arise.

Generally, these types of requests WILL be allowed:

- Individuals and organizations whose missions clearly overlap the Market's mission
- Individuals and organizations whose missions are aimed at holistic wellness, i.e., optimizing diet and exercise, either generally, or aimed at improving specific conditions
- Civic organizations promoting specific events of interest to Market customers, e.g., Chamber of Commerce promotion of a local restaurant event, local government promotion of an event or public project, etc.
- Individuals and organizations providing educational materials directly related to products sold by Market vendors, e.g., chef demonstrations
- Individuals and organizations providing services that directly improve customer enjoyment of the Market, e.g., children's activities at the Market

Generally, requests for market space of these types will be declined:

- Political promotion or opposition of specific candidates, parties, or issues (political issues related to local food will be considered by the Board, but will likely be declined)
- Religious organizations

Non-profit, not-for-profit, educational, and other civic organizations may apply for a space at the Market for informational or fundraising purposes. The Market shall limit the number of spaces available to these organizations to no more than one per week, except for participation in a special event. No organization shall be approved for more than six (6) dates per year and no more than once per month. Approval or denial of an application will be at the discretion of the Board.

vi) Pets at the Market

Well-behaved pets are welcome at the Market Site. All pets must be under the control of the owner at all times and kept on a leash that is no more than six(6) feet long. Owners of pets exhibiting aggressive or reactive behavior will be asked to remove the pet from the Market.

ix) Tobacco Use

WWFM Inc. is a non-smoking market. The use of cigarettes, cigars, vaping products or other items that emit smoke or vapors are prohibited at the market site. Use of other tobacco products is discouraged as well, with spitting strictly prohibited, as is the carrying of spittoons of any sort in the market area.

Section Two: Eligible Vendors and Products

i) Growers and Producers Only

Vendors in the Market shall sell only products grown or produced by the vendor. "Grown" shall mean having been grown, raised, or having raw materials come from property owned or managed by the Vendor. "Produced" shall mean having value added by the producer; examples of value-added operation include but are not limited to cooking, drying, blending, curing, fermenting, assembling, customizing, or other steps required to convert inputs into the product sold at the Market. For the avoidance of doubt, no Vendor may sell any product that was acquired by that Vendor for the purpose of resale, without the Vendor first **directly** adding value to the product. For purposes of these rules, repackaging alone is not considered a value-added process.

ii) Exceptions to Producer Only Rule

The Board may, at its sole discretion, make exceptions to the Producer Only rule.

iii) Geography (Vendors)

Vendors must reside in North Carolina. Vendors must produce the items they sell within the state of North Carolina.

iv) Permitted Products

The Board defines products permitted to be sold, and that list may change from time to time. Permissible products include but may not be limited to the following:

- Any vegetable grown from seeds, sets, or seedlings.
- Any fruits, nuts or berries grown from trees, bushes, or vines.
- Any plant grown from seed, seedlings, transplants or cuttings.
- Bulbs.
- Honey produced by the Vendor's bees.
- Eggs.
- Flowers.
- Preserves, pickles, relishes, syrups, jams, and jellies.
- Baked goods.
- Cheese or milk products (in compliance with applicable NC laws regarding pasteurization and/or aging).
- Meats. Vendors must comply with all applicable local, state and federal regulations related to harvesting, processing, packaging, storage, and handling of meat, including Meat and Poultry Handler's Registration, if applicable.
- Seafood sourced from the North Carolina coast.
- Packaged Foods (foods prepared, pre-packaged and labeled prior to market). Vendors must meet appropriate Health Department regulations (temperature control, air contact, etc.) pertaining to the sale and transport of any packaged food product.
- Ready to Eat Foods (i.e. mobile food unit in which foods are handled, prepared and packaged). Vendors must meet appropriate Health Department regulations pertaining to the preparation and sale of ready-to-eat foods and provide proof of certification during the Vendor Application process.
- Non-alcoholic beverages including coffee, teas, tisanes, non-carbonated, sweetened or unsweetened beverages (e.g., lemonade), carbonated, sweetened or unsweetened beverages (e.g., soda).
- Alcoholic beverages produced in a properly licensed local brewery may be sold but not consumed or sampled on-site.
- Soaps and herbal care body products. Vendors must comply with all applicable local, state, and federal regulations related to producing these products.
- Farm and food-related crafts (bird feeders, dried flowers, photos, etc.) approved by the Board.
- Firewood cut by the vendor from the vendor's property.
- Hay and straw.

- Animal feed.
- Products sold by local vendors that are farm or food-related but cannot be produced in North Carolina provided the product adheres to all applicable local, state and federal regulations related to the production and transport of the product (e.g. maple syrup).
- Non-food products provided by vendors that meet the standard of a producer as defined in Section Two paragraph 1 and are approved by the Board via the Vendor Application.

v) Prohibited Products

The Board, in their sole discretion, may prohibit products offered for sale, and that list may change from time-to-time. Products that cannot be sold or given away at the Market include but may not be limited to the following:

- Low-acid canned foods (such as green beans, corn, carrots, etc.).
- Canned tomato products.
- Raw milk or raw milk products intended for human consumption, in accordance with NC law (appropriately aged raw milk cheese is permissible).
- Live animals.
- No products may be sold at the Market without the consent of the Board or the Market Manager. The Board or Market Manager, at their sole discretion, may require Vendors to immediately remove items not approved for sale given that they do not meet the requirements in these Rules or the Vendor Application.

vi) Vendor Categories

Generally, Vendors are expected to be in one of the following categories:

- A regular vendor is one who attends at least 30 market days per year.
- A part-time vendor is one who attends at least 16 market days per year.
- A specialty vendor is one who sells farm-grown products that are only available for a limited time per year (blueberries, peaches, strawberries, etc.). Specialty vendors shall pay the same fee as a part-time vendor.
- A guest vendor is one who sells less than 16 market days during the year as designated by them during the application process. These must be producers with very specific seasonal crops, crafts, or other products that are under-represented by regular vendors. Guest vendors are required to complete a Vendor Application and be approved by the Market. Guest vendors may be subject to a different fee structure, which may change from time to time, at the discretion of the Board.

Section Three - Vendor Requirements

i) Complete Application and Application Fee

To be considered as a Market vendor, each prospective vendor must complete a Vendor Application, and pay the associated fee at the time the Vendor Application is submitted. WWFM Inc. has a rolling admissions policy, which means that any new vendor may be considered by the Board at any time. New vendors applying for first-time admittance to the Market shall pay an application fee to cover the cost of review and verification. Fees are determined by the Board based on analysis of actual expense data, and may vary from season to season, and between farm and non-farm vendors.

Returning vendors must also submit a Vendor Application and application fee each year and may receive preference depending on participation during the previous year. All vendors must receive an affirmative admission decision from the Market each year to participate.

ii) Market Verification

Potential new vendors may be eliminated from consideration for many reasons prior to an inspection. No new vendor, however, will receive an offer of admission without verification of bona fides by the Market. Once a vendor application is received, the verification process begins with review of the business's documentation and an interview of the business owner by telephone or in person, followed by an on-site inspection of the business. Farmers will be interviewed on-farm.

If the vendor withdraws their application or is rejected by the Market, prior to verification, a portion of the application fee may be returned to the vendor at the sole discretion of the Market. If the vendor undergoes any of the market verification process, none of the fee will be refunded, regardless of the admission decision.

Returning vendors are subject to re-verification at the discretion of the Market Manager and the Board. When a returning vendor applies for re-admission, they agree to submit to market verification if requested by the Market.

iii) Vendor Consideration Process

Many factors are evaluated as part of the decision of whether or not to admit a vendor. These factors considered include, but are not limited to, the following:

- Does the vendor sell something desired but underserved at the Market?
- Is this a returning vendor who is current on all fees and obligations to the Market?
- Will the vendor sell at the Market throughout the winter?
- Does the vendor's bona fides match their application?
- Does the Market verification team believe the vendor will be a good fit for the Market? This determination takes into account the on-site interview and inspection, as well as the vendor's reputation in the community.

When considering between two vendors for an opening only one can fill, priority will be given to the vendor willing to sell at the Market year-round, even if that means selecting a new vendor over a returning vendor.

If a category winds up underserved during winter, the Board will attempt diligently to recruit a vendor to fill that need. The new vendor may be invited to participate at the Market during the next regular season, even if that means selecting a new vendor over a returning vendor. For the avoidance of doubt, the Market has a strong preference for vendors willing to sell at the Market year-round and will extend preferential treatment to those vendors.

iv) Vendor Agreement

The Vendor Agreement includes:

- Completed Vendor Application package including:
 - Completed Application Form
 - Relevant licenses, permits, and supporting documents
 - Signed copy of the Market Rules
- Acceptance Agreement (signed by both Vendor and WWFM)

Any violation of the Market Rules, or the signed Acceptance Agreement, shall constitute a breach of the Vendor Agreement and may result in disciplinary action at the discretion of the Board, up to and including the termination of that Agreement.

vi) Compliance With Applicable Regulations

It is the Vendor's sole responsibility (and not WWFM Inc.) to ensure that they abide by all applicable federal, state and local laws, including, without limitation, all NCDOR requirements, all applicable health regulations, as well as the NC Department of Agriculture's general guidelines regarding products exhibited for sale at farmers' markets and curb markets. All Health Department regulations (temperature control, air contact, etc.) pertaining to the sale and transport of any fresh foods (raw meat, dairy, baked goods, etc.) sold at the Market must be observed.

To the extent that any Vendor is selling any product which requires the vendor to obtain and maintain any license, certification, and/or permit, the vendor shall provide a copy of all appropriate documents with the

Vendor Application. All vendors are required to provide their NC tax ID (obtained from NCDOR) to the Market Manager.

Any vendor using the word “organic” or “Organic” must meet the requirements of the National Organic Program and provide a copy of the vendor’s certification with the Vendor Application. Any vendor without NOP certification may not label or describe their product as “organic” or make any claims of such while at the market.

If a vendor uses scales to determine product prices at the Market (as would be the case for any product sold by weight, e.g., per pound), the vendor must first have the scale calibration certified by the NCDA&CS (North Carolina Department of Agriculture & Consumer Services), and the current calibration sticker must be visible at the Market. Vendor is responsible for maintaining scale calibration according to the schedule established by NCDA&CS as indicated by the calibration sticker on the scale.

vii) Product Labeling

Vendors are required to label all products sold at the market with labels minimally compliant with all laws related to the product category. It is the vendor’s sole responsibility to determine and comply with labeling requirements. If label non-compliance is brought to the attention of the Market, it must be resolved in a timely fashion (the WWFM Inc. Board will determine what constitutes timely). Vendors will be required to cease selling products with non-compliant labeling until such time as the labeling is brought into compliance.

Vendors are expected to label commonly known allergens on products that contain them, whether or not a law explicitly requires that labeling. Most allergic reactions to food are to citrus fruit, eggs, fish, milk, peanuts, shellfish, soy, tree nuts, and wheat.

viii) Transparency

Many customers of the Market may have dietary restrictions, or live with somebody who has dietary restrictions, including food allergies. Minimally compliant labeling is sometimes not enough to tell them what they need to know about food, especially (but not limited to) ingredients commonly labeled together as “spices” or “natural flavors”. Accordingly, it is the expectation of the Market that any customer inquiry about product ingredients will be responded to completely. A verbal response is adequate. For the avoidance of doubt, it is not acceptable to make customers guess the ingredients contained in the product, nor is it acceptable to claim that product ingredients are in any way proprietary or trade secret. If a vendor is not willing to verbally disclose all product ingredients (the ingredients themselves, not the proportions, process, or equipment) contained in a product upon request, they should not sell that product at the Market.

Vendors are responsible for ensuring that anyone representing their business has complete knowledge of the products, including ingredients. Even in cases where not strictly required by law, the Market prefers that all products containing more than one ingredient be labeled with a complete ingredient listing at the highest possible resolution, e.g., instead of saying “spices”, say “cinnamon, nutmeg, and mace”.

Section Four – Vendor Participation

i) General Requirements:

- Vendors may have access to their space(s) beginning one hour before the Market begins and must vacate and clean the premises by no later than 60 minutes after the Market ends.
- Except as expressly permitted by the Market Manager, all Vendors should plan to be in their assigned space(s) at least 15 minutes before the Market start time, so that their booth set-up can be completed by the Market start time.
- The Market Manager will assign spaces before the Market begins. Vendors are required to occupy the space(s) assigned by the Market Manager.
- With the understanding that emergencies and unforeseen events may arise, Vendors are expected to provide notice of market absence with as much advance warning as possible.
- Vendors providing at least 24 hours advance notice of a potential absence from a scheduled market date shall receive a credit to their account for the fee paid for that date. If a vendor is absent from the market without at least 24 hours advance notice to the Manager, there may not be a refund or credit for the fee paid for that day.

- Vendors may request an exception to the loss of a vendor fee for emergency situations (inclement weather at their location, family emergency, etc.).
- Repeat absences without cause will be considered in the next application cycle. Extreme cases may result in removal from the market.
- For safety reasons, vendors should not takedown and depart early (before the Market ends). If a Vendor sells out early, the time should be used for connecting with potential customers. Repeated violations of this standard after discussion with the Market Manager may result in removal from future markets and will be considered in the next application cycle.
- Early departure from the market is only permissible in emergency situations, or with prior approval from the Market Manager. A vendor who anticipates needing to leave early must notify the Market Manager as soon as possible, ideally at least 24 hours in advance, and receive confirmation and approval from the Market Manager. The vendor will be placed in a location such that early exit is safely facilitated.
- Vendors are expected to be present in their space during Market hours as long as they have goods offered for sale except for personal needs (restroom breaks).
- Vendors wishing to offer a new category of product to the market beyond what was approved during the application process must have that product approved by the Market Manager prior to bringing it to the Market.
- Vendors must minimally accept US currency in denominations of \$20 or less for all market transactions. Vendors are expected to be able to make change for customers using \$20 and lower denominations. Larger cash denominations and additional payment methods are solely at the discretion of the vendor. Vendors are strongly encouraged to accept credit cards (see the section on credit cards).
- Each vendor is responsible for collecting and remitting sales taxes on products sold at the Market, as required by NCDOR.
- Vendors selling EBT-eligible food products are required to accept \$1 EBT (SNAP) tokens for the purchase of those items, in accordance with EBT protocol established by the Market.
- Each vendor must have a Vendor Agreement on file with WWFM Inc. with all fees paid up to date.
- All vendors must dress appropriately, including shoes and shirts, and keep their hair tied back if serving food.
- No live food animals are allowed in the Market space.
- All edible goods must be safe for human consumption.
- The Market Manager is authorized to require a vendor to immediately cease the sale of any merchandise determined by the sole discretion of the Market Manager to be unsafe, non-compliant with the Vendor Agreement, or of unacceptably low quality.
- Vendors are required to maintain their space(s) in a clean, safe, and sanitary manner, including protecting the pavement from oil or fuel drips from any part of the vendor's vehicle. Vendors are expected to remove and properly dispose of any trash or garbage that is generated in or around their booth and sweep up any product debris left on the ground.
- Vendors must chock the wheels of trailers disconnected from vehicles.
- If a vendor is using cups, toothpicks, etc. for sampling purposes, they must supply their booth with a trash receptacle.
- Vendors must bring their own brooms and dust pans if necessary for clean-up.
- Vendors will park in areas designated by the Market Manager before the Market begins.
- No marketing outside the vendor's designated space is permitted.
- Vendors may not use their space for the promotion of anything that is not the product approved by the Market for sale, except as specifically approved by the Board.
- It is expected that every vendor support Market events. Mandatory support includes permitting signage or handout material at their booth as requested by the Market Manager, and politely answering customer questions about the event to the best of the vendor's ability or referring those questions to the Market Manager.
- Vendors wishing to use the Western Wake Farmers Market logo must request permission from WWFM Inc. via email to info@wwfm.ag and obtain art from the Market.
- All regular and part-time vendors are required to carry liability insurance with WWFM listed as an additional insured party. Guest vendors are not required, but highly encouraged, to carry liability insurance. Vendors must provide a copy of their certificate of liability insurance with the Vendor Application. Insurance must be active at any time the vendor sells at the Market.

ii) Preparing, Serving or Sampling Food at the Market

Vendors are permitted to provide samples of their products at the market. Vendors are expected to comply with standard hygienic practices related to product sampling.

If vendor sampling requires cutting at the Market, the vendor is expected to bring a suitable safe and sturdy cutting surface, appropriate knife, and supplies to clean both. Knives must be kept out of reach of market patrons (children, in particular). Under no circumstances are Market customers permitted to cut their own samples. If cutting is determined to be unsafe by the Market Manager, vendor must cease cutting, and safely stow knives out of reach of Market customers.

Vendors providing samples that require cooking must bring their own portable cooking apparatus and energy supply, as well as supplies to clean them. Hot surfaces are to be kept away from Market customers (children, in particular) at all times. Cooking equipment must be equipped with appropriate grease traps such that no cooking residue is left at the Market site, and grease must be taken away from the site for proper disposal by the vendor. Vendors must take appropriate steps to minimize smoke emitted during cooking (par cooking prior to market is recommended). If smoke is determined to be a nuisance by the Market Manager, the vendor must cease or relocate cooking.

Cooking products on-site for sale at the Market is not allowed under Wake County food service regulations. Prepared and packaged foods that are not shelf-stable must have been prepared in a commercial kitchen and handled in accordance with all applicable regulations. Vendors preparing food on-site for a Market special event may be required to meet applicable food service health and safety standards for temporary food establishments, including permitting and inspections by Wake County, if required.

iii) Pre-Orders

Vendors may accept pre-orders from customers for pick-up at the market. For items normally sold at the Market by the vendor, the order may be accepted prior to market, and transaction may be completed at the market, i.e., the customer may pay the vendor at the market. Pre-orders of items normally sold at the Market are to be included in the vendor's daily revenue for purposes of sales data reporting.

For items sold by the vendor that are NOT normally sold at the market (e.g., items the vendor stocks but does not produce), all transactions must be completed prior to the market, i.e., the Market is solely a convenient pickup point, and the money exchanged is NOT included in the vendor's daily revenue for sales data reporting. This option is intended to be a convenience for customers and Vendors and is expected to be a minimal percentage of vendor sales. For the avoidance of doubt, it is not expected that vendors will use this mechanism to simply enable sales of items not normally permitted at the market.

iv) Barter

Barter may be permitted at the Market in lieu of payment with currency, both between vendors, and between vendors and customers. Barter should be conducted in a way that is not disruptive to normal market operations and is not confusing to customers. Barter must be limited to only types of items that would be permitted for sale at the market on both sides of the transaction. Site-specific product prohibitions, if any, are to be observed, as well.

Vendors are required to account for the value of bartered items as if they were sold. For example, if a vendor trades away eggs that normally cost \$5, they are expected to record \$5 revenue for purposes of reporting market sales that session. The value of the item traded away by the vendor is the recorded value of the transaction, NOT the value of the item accepted in the exchange.

Vendors are solely responsible for any tax implications related to their barter activity.

v) Credit Cards

While not a requirement, vendors are strongly encouraged to accept credit cards as a payment method from customers. It is permissible for vendors to charge a higher cost of goods for credit card transactions to recover credit card processing fees. For the avoidance of doubt, vendors are not expected to absorb the cost of credit card processing. During vendor selection, the Market will have preference for vendors who accept credit card payments. Vendor fees paid by credit card may also be subject to a processing fee, to be determined by the Board as part of the fee schedule.

vi) CSAs and Market Share Programs

Some Market vendors utilize Community Supported Agriculture (commonly referred to as CSAs) in the conduct of their business. WWFM Inc. encourages the use of CSA and Market Share programs by market vendors to the extent it pleases both vendors and customers and advances the Market's mission. Some guidelines are necessary to assure fair implementation of CSAs and Market Share programs at the Market.

Vendors must include the fair market value of shares delivered at the Market each week in their calculation of revenues. For example, suppose a farm runs a CSA with 100 members. Suppose each share is valued at \$25 weekly, and that 10 of the members collect their shares at WWFM Inc. Each week, then, the vendor should record \$250 CSA revenue (\$25/share * 10 shares) in their weekly market revenue, over and above the amount of product sold directly at the market to non-CSA customers, even though that amount was not collected in cash that week (it was prepaid).

Market Share programs should utilize the same logic: "purchases" made with Market Share credit in a given week should be recorded in the vendor's revenue calculation. In both cases, vendors should NOT report revenue at the market at the time the up-front cash is collected from the customer at the beginning of the season. Nor are vendors expected to include revenue from their entire CSA or Market Share in their WWFM revenue calculation – ONLY the customers collecting shares at the Market are to be included in the revenue calculations.

CSAs sometimes have another feature designed to increase customer convenience and vendor revenues: "add-ons" of optional items such as bread, coffee, honey, eggs, etc., not included in the base share, and sometimes obtained from third parties for resale. Inclusion of add-ons with CSA shares distributed at WWFM Inc. is permissible, but we ask that the CSA vendor use a few common-sense principles to minimize ill-will among other Market vendors:

- Whenever possible, add-ons should be procured from fellow WWFM vendors
- The total proportion of add-ons relative to the total amount of the CSA share should be small (<25% of total revenue), i.e., the add-ons are a convenience and modest revenue enhancement, and not a primary driver of business for the CSA vendor
- The add-ons should be packaged in with the CSA share and not displayed at the Market in a way that is potentially confusing to Market customers

Regarding packaging of shares, practices vary by vendor. The Market has no specific requirement regarding how CSA vendors should package shares. We do, however, have some general principles with which we expect compliance:

- Ideally, shares are individually packaged (boxed or bagged) in advance of the Market such that customers can simply take them away.
- In cases where CSA customers select their items from the Market display, ideally the vendor should have sufficient quantities of goods such that non-CSA customers can purchase the same items that are included in the CSA share.
- If the vendor doesn't have sufficient quantities of product to sell PLUS deliver to CSA customers, the Market display should be sufficiently clear to Market customers that the items in question are for CSA shares only and are not available for sale to other customers. To be clear, the Market considers this to be a very undesirable circumstance, and we do not expect it to be a regular occurrence.

As part of the application process, the Market requires a brief summary (via email to the Market Manager) of anticipated CSA and/or Market Share activity to occur at WWFM Inc. in the upcoming season. The parameters to be reported are:

- Amount of CSA/Market Share business to be conducted at WWFM Inc., customer numbers and estimated fair market dollar value
- Anticipated length of CSA or Market Share season (number of weeks)

vii) Cooperative Vendor Arrangements

Cooperative Vendor arrangements are those where more than one Vendor's products are sold in a single Vendor space. These arrangements among growers and producers are permitted with prior approval of the Board. All vendors and products must meet the definitions set forth in Section Two of this document

and be included in the Vendor Application process. An additional fee may be charged for Cooperative Vendor Arrangements.

viii) Attendance Expectations

Vendors are expected to participate at the Market on all dates to which they committed in the Vendor Application or have indicated they would attend. The Market expects vendors to thoughtfully complete the Vendor Application, identifying to the extent possible when they will and will not attend the market, then make a good faith attempt to meet that commitment. For the avoidance of doubt, vendors should not report that they plan to attend ALL sessions if they KNOW they will miss some sessions; they should make a good faith attempt to at least estimate the number of absences in a season, even if they don't know exactly when those absences will be when completing the application.

It is understandable that inclement weather, difficulties with product availability, family emergencies, etc., will arise and may affect a vendor's attendance. In these cases, communication with the Market is important. Absences without notification, except in case of emergency, are unacceptable. Chronic tardiness (more than 2 times per season) is also not acceptable. For vendors who committed to participate in the winter market, failure to attend simply because the weather is cold is unacceptable. If a vendor misses a scheduled session without at least 24 hours advance notice, they will not receive a refund or credit for the fee for that day. Vendors may request an exception for absences that were emergency situations and did not provide time for advanced notification.

ix) Product Pricing

It is the intention of WWFM Inc. to be a sustainable marketplace for professional producers, one where products are sold at a reasonable and customary profit for the vendor, and that consumers are educated about the factors that drive those prices.

Product pricing is at the discretion of each individual vendor. Each vendor will have their own cost structure, and profit expectations, but we will not be a market where vendors without a profit motive create an unsustainable price environment for others, or a market where strong vendors prey on weak vendors. In that spirit, the Market will not tolerate predatory pricing or unfair competition practices.

Suspensions or allegations of predatory pricing or undercutting will be investigated by the Board. Vendors involved in investigations are expected to cooperate fully with the Board. This may require providing data that is not normally required by the Market. Failure to cooperate will be viewed as suspicious and may impact the outcome of the investigation. All vendor-specific data collected in the investigation will remain confidential, i.e., it will not be shared beyond the Board.

x) Signage

- Vendors are required to have a sign with their business name, at a minimum.
- Prices must be clearly posted for all items sold.
- Only certified organic growers may use the term "organic" in their signage at the Market.
- Signs must be hung or secured in a way that they are not likely to move and cause injury, especially due to bumping or jostling, or wind. Lighter weight signs should be considered wherever practical.

xi) Market Fees

There are generally two types of fees assessed by the market: application fees for consideration to be included in the Market, and stall fees for participation in the Market. It is the Market's goal that application fees cover all real cash costs of evaluating new vendors and that the stall fees cover all real cash costs associated with Market operations.

Fees are subject to change at the discretion of the Board. The Board reserves the right to change fees at any time as the financial realities of the Market dictate. Vendors will be provided with an updated fee schedule in advance of any new fees being implemented.

Application fees may vary according to vendor type. The current fees are specified in the Vendor Application and are payable in full at the time the application is submitted unless other arrangements are approved in advance by the Market Manager with concurrence from the Board. If a vendor's application is rejected prior to Market verification of the vendor's bona fides, a portion of the fee MAY be returned to the

vendor, at the discretion of the Board. Once Market verification is initiated, no portion of the fee will be refunded, regardless of the admission decision.

Fees for any given market session are due and payable at least one week in advance of the day the Vendor is scheduled to be at the Market, unless other arrangements are agreed upon in advance with the Market Manager. Fees may be paid by cash, check, online pay applications(Zelle), or credit card (transaction fees may apply). Provision may be made for vendors with specific accounting needs, e.g., monthly bill payments, online pay applications, etc.

In cases of extreme circumstances, alternative payment arrangements may be made with the Market Manager. Payment history will be a consideration during the application process.

xii) Other Fees

The Market may assess other fees, including but not limited to fees for additional tent spaces, cooperative vendor arrangements, no-shows, etc. These fees will be enumerated in the fee schedule that is part of the Vendor Application package and may change at the discretion of the Board.

xiii) Rebates

The Market may offer incentives in the form of rebates for vendors meeting certain performance or other milestones. These rebates will be enumerated in the Vendor Application and may change at the discretion of the Board.

xiv) Sales Data

Accurate reporting of sales data is necessary for many reasons to meet the fiduciary obligations of the Market. This information represents the economic impact of the Market and aids in communicating the value of the Market to the local community, grant agencies, and others.

All vendors are required to report their session sales (dollar revenues) at the Market to the Market Manager. Sales subject to reporting are those that are a result of the Market. The guiding principle is, if the sale would not have occurred but for the existence of the Market, it is subject to reporting. Every vendor must report sales by the end of each month for every session attended in the previous month. Any vendor who takes longer than two weeks to report session sales or has more than two sessions unreported will be considered in violation of the Vendor Agreement. Reporting history, but not the value of sales, will be a consideration during the application process.

xv) Representation at Market

Vendors may assign persons, e.g., employees or volunteers, to assist them in selling their products at the Market, provided the representative is knowledgeable of the products. Vendor representatives are subject to all tenets of the Vendor Agreement. It is the vendor's sole responsibility to ensure that their representatives understand the expectations of the market.

xvi) Special Events

The Market may, from time to time, hold special events at or away from the Market site. Market vendors are expected to assist at the Market with the promotion of events. Specifically, marketing collateral may be distributed by the Market Manager to be given away at each tent, and vendors are expected to distribute such collateral. In addition, customers may ask questions about events.

Vendors are expected to answer customer questions to the best of their ability or refer questions to the Market Manager. Further collaboration (e.g., supplying products for events, off-site promotion, volunteering labor, etc.) is appreciated but not required.

xvii) Market Environment

The market experience should be enjoyable for everyone. Vendors are expected to treat other vendors, customers and market management with courtesy and respect.

In particular, the following types of behavior are unacceptable (this is not intended to be an exhaustive list):

- Biases, such as those based on gender, race, ethnicity, age, religion, or sexual orientation

- Sexual harassment (including inappropriate sexual comments and images)
- Religious demonstration
- Political demonstration
- Excessive use of profanity
- Inappropriate attire
- Complaining to customers about Market management
- Disseminating misinformation about the Market, Market vendors, or Market products

Any action that could be reasonably anticipated to diminish customer enjoyment of the Market environment will be considered a breach of the Vendor Agreement and will be investigated by the Board.

Section Five – Vendor Space Allocation, Equipment & Supplies

Generally stated, following are the basic details regarding Vendor spaces:

- Each Vendor is allotted one 10'x10' space.
- A vendor may apply to rent additional spaces that will be allocated as space allows, at the discretion of the Market Manager.
- Each Vendor is responsible for bringing, setup and takedown of his/her own 10'x10' canopy tent, weights to hold down the canopy, and table(s) to the Market. Vendors' tents are expected to fit entirely within the space allowed.
- Each Vendor at Market may supply stands, counters or tables that do not exceed the width of his or her space(s).
- Vendors must maintain all equipment in good condition to the satisfaction of the Market Manager.
- All vendor equipment must be used safely in accordance with manufacturer instructions and common sense.

Section Six – Complaints, Events of Default

i) Complaints

Any vendor may report complaints at any time. Complaints may be of any nature, ranging from dissatisfaction to allegations of Events of Default (a violation of the Vendor Agreement), and may be directed at the Market or other vendors. Complaints may be related to the Market Rules, the Vendor Application (together, the Vendor Agreement), or other topics.

Complaints and/or allegations of Event of Default must be made in writing via email to info@wwfm.ag, or a letter sent to WWFM Inc., PO Box 1113, Morrisville, NC 27560. Complaints must be specific and must contain the identity of the person making the complaint.

Complaints not related to a safety concern will typically be subject to the following process:

- Complaints will be reviewed by the Board within 14 calendar days of receipt.
- If necessary, the Board President will assign a Board member to investigate the complaint.
 - If the complaint is directed toward the President, the Vice-President will assign a Board member to investigate.
- The Board member leading the investigation will contact the person filing the complaint within 30 days of receipt of the complaint.
- The Board member will report to the Board, and the Board shall take action within 45 days of the receipt of the complaint.
- The person making the complaint will be notified of the outcome within 10 days of the decision.

ii) Events of Default

A potential Event of Default is a more serious type of complaint and will be handled accordingly.

To be clear, an alleged Event of Default is a violation of the Vendor Agreement (Market Rules and/or the Vendor Application). Upon initial review of an event of this nature, it may be necessary for the Board to require a Vendor to make adjustments or not attend the Market while the matter is investigated. Vendors are required to comply with these directives. Commonly alleged Events of Default may include (but are not limited to):

- Reselling (Rules, Section Two, Paragraph i)
- Issues with attendance (Rules, Section Four, Paragraph vii, and the Vendor Application, where vendors specify anticipated dates of attendance)
- Disruption of Market Environment (covered in the Rules, Section Four, Paragraph xvi)

Allegations of Events of Default will be investigated as soon as practical according to the following procedure:

- Complaints will be reviewed by the Board within 5 calendar days of receipt;
- If necessary, the Board President will assign a Board member to investigate the complaint.
 - If the complaint is directed toward the President, the Vice-President will assign a Board member to investigate.
- The Board member leading the investigation will initiate contact with the person filing the complaint within 7 days of receipt of the complaint.
- The Board member will report to the Board, and the Board shall take action within 10 days of the receipt of the report.
- The person making the complaint will be notified of the outcome within 5 days of the decision.

iii). Opportunity to Cure

Events of Default may result in action up to and including expulsion of a Vendor (or in the case of allegations against staff or directors, termination). Depending on the circumstance, the Board, in its sole discretion, may offer the opportunity for the vendor to cure (correct) the Event of Default. If offered the opportunity to cure, the vendor must provide the Board, in writing, with an action plan and timeline for the cure, and if the Board agrees, must execute that plan in the time specified. The vendor will receive directions from the Board as to whether or how they are permitted to participate in the Market during the period the cure is being implemented.

iv). Appeals

Anyone wishing to appeal a decision of the Board must submit a request for an appeal in writing via email or a letter and will be heard at the next scheduled meeting of the Board.

v). Re-Application

Vendors found to be in default of the Vendor Agreement, and who are not offered or who have not executed the opportunity to cure, are not eligible to reapply to the Market for one year following the Event of Default.

The applicant hereby acknowledges that they have read these Rules and understands that Vendors must abide by these Market Rules to participate at Western Wake Farmers Market. Applicant also hereby agrees that their products must be produced as described in their application and that a Market representative may visit the farm or facilities when necessary.

Applicant Signature

Printed Name

Date