

# Tanana Valley Farmers Market Association Policy Manual

## **1. Alaska Grown**

All vendors shall offer only quality Alaskan grown, made, caught, or produced items. A significant majority of items must be self-produced.

Organic or Organically Grown – The use of the term “organic” or “organically grown” is regulated by federal law. State regulations can be found in the Alaska State Statutes: Title 3, Chapter 58 and Title 17, Chapter 6.

## **2. Vendor Requirements**

All vendors must be members of the Tanana Valley Farmers Market Association as defined in Article 3 of the TVFMA Bylaws. Membership acceptance is contingent upon business size as determined by the membership metrics included with the vendor application. All vendors with non-agricultural products must submit photos along with their application to be reviewed by the Jury Committee. All members must provide a current copy of their AK Business License. All vendors must carry \$1,000,000 in business liability insurance or purchase insurance from the Market. Vendors are responsible for all material contained in this policy manual. Vendors must comply with TVFMA Policy; failure to do so will result in loss of selling privileges.

## **3. Hours of Operation and Set-Up**

The TVFMA will be open from May through September, with dates set by the Board of Directors. Based on vendor and customer input, the hours of operation will be decided by the Board. The doors are unlocked two (2) hours before opening for set-up. **A bell will ring to indicate when selling may begin, a closing bell will sound when market closes.** Vendors are required to remain until closing unless they have sold their entire inventory. Exceptions to this policy must be approved by the Market Manager.

## **4. Punctuality**

Set-up will begin two (2) hours before the Market starts. **Pre-assigned selling spaces will be forfeited for the day if the vendor has not communicated with the manager about their attendance within 24 hours of market set-up.** Vendors who have forfeited their selling space for this reason will be assigned a location, if available. Vendors who do not arrive 30 minutes before the opening bell, or vendors that Market Manager observes will be unable to be set up properly in time for the opening bell, will not be permitted to set up at the Market that day, unless previous arrangements had been made with the Market Manager. The TVFMA phone number is (907) 699-3276.

## **5. Vendor Vehicles**

Vendors must park their vehicles in designated vendor parking areas. Fire lanes must be kept clear of vehicles. The customer parking lot is for customers only. **Vendors who habitually park in the customer lot will forfeit their selling privileges as per item #32 of the TVFMA Policy.** Reserved parking spaces adjacent to vendor selling spaces require a parking fee of \$5.00 per selling day, whether the parking space is utilized or not. All vehicles must be removed from selling space 15 minutes prior to opening of the market and stay clear of selling space for 15 minutes after the closing bell.

## **6. Signs**

Vendors should display a sign stating their family and/or business name. Agricultural producers are required to display their address.

## **7. Pricing**

Each vendor sets his/her own prices and is responsible for all aspects of display, sales, cash flow, and accurate totaling/reporting of the day's sales.

## **8. Fees**

The TVFMA Market Manager or designated alternate will provide an assessment form for each vendor. Assessments are as follows, and are to be paid in full at the end of the vendor's selling day:

- 10%            Ten percent of gross sales  
                    (for example, if sales gross \$390, then 10% = \$39.00)

Plus whatever fees stated below are applicable:

- \$10.00/Day    Outdoor Space (any size up to 10' x 10')
- \$15.00/Day    Covered Space
- \$ 5.00/Day    Parking Fee (applies to reserved spaces only)
- \$ 1.00/Day    Daily Electric Use Only
- \$ 7.00/Week    Electric for Appliances Plugged In Continuously
- \$ 5.00/week    Storage fee for items stored inside market building

Example: \$39 (10% of \$390), plus \$10 Space Fee equals a total of \$49 in assessments due for the selling day.

The ten percent of gross sales fee shall be capped at \$250 for a market day. If a vendor sells more than \$2500 worth of merchandise in a day, they're fee will be \$250 plus the space fee and any other applicable fees (parking, electric etc.) for that market day.

Community Supported Agriculture (CSA) pick-ups are only allowed if a 10% assessment of the value of the item(s) is paid to the Market.

## **9. Payment**

**Payment by check is strongly encouraged.** (Note: The TVFMA will not accept third party checks as assessment payment from vendors.) If paying with cash, please round amount to the nearest *dollar*, as no change will be accepted. Fill out the assessment form and deliver your assessment directly to the designated assessment drop box, in the envelope provided. **Failure to accurately report and pay all fees and assessments will result in termination of vendor privileges until fees are brought current. The Market reserves the right to audit sales records at any time.**

## **10. Market Manager**

The Market Manager works to achieve a smoothly running Market by answering questions, clarifying and implementing Market policies, and upholding Market Bylaws. He/she will act as an information liaison between customers, vendors, and the Board of Directors. The Market Manager has authority to implement policy and to act on any breach or violation of any policy item on behalf of the TVFMA. Any disputes not resolved by the Market Manager shall be referred to the Conflict Resolution Committee. Members may appeal any decision of the Market Manager or the Conflict Resolution Committee to the Board of Directors. Resolution of disputes shall be considered final.

## **11. Quality and Suitability**

The TVFMA strives to provide a marketplace where fresh, wholesome, high quality products are sold. The Market Manager shall have the responsibility, in cooperation with regulatory agencies, for maintaining quality at the Market. The Market reserves the right to refuse products with questionable quality, or with objectionable images, messages, or product implications. Vendors offering such products will be asked to remove them from their sales display. Marijuana plants, products (to include edibles), and paraphernalia are not allowed. Only items approved by the Alaska Division of Agriculture containing CBD may be sold at the market.

## **12. Clean Up**

Each vendor is responsible for cleaning his/her selling space. If this is not done to the satisfaction of the Market Manager, after an initial warning, the vendor will be fined \$25 per instance. Failure to clean up may result in exclusion from the Market. Brooms and dustpans are located in the building supply room, and garbage cans are located around the Market. Hot food vendors are responsible for keeping the picnic area clean. Garbage cans

must be emptied at the end of the day and as needed throughout the day. **There is a dumpster located behind the building for full garbage bags from the garbage cans, and for larger trash items. Please place all of your own booth's trash in the dumpster.**

### **13. Restroom**

TVFMA follows State of Alaska Environmental Sanitation (ADEC) Regulations. Public restrooms are available at the Market. Hot water and soap are available for sanitary purposes. Keep the restroom clean and orderly. Report any problems with the restrooms to the Market Manager. Drinking water is located in the utility room in the market building.

### **14. Children at the Market**

All children at Market need to be supervised by a parent or guardian, as the Market is not responsible for providing childcare. With Market Manager notification, children under sixteen (16) years of age selling at the TVFMA will be supervised by a parent, guardian, or other designated adult 18 years or older. The child should understand the need for and practice of good hygiene procedures. Children who are disorderly, or do not use their selling space properly, will be told not to return to the Market until the problem is resolved.

### **15. Pets and Farm Animals**

No pets will be allowed in the Market building or in the outdoor vendor area. The only exception to this policy are service dogs consistent with ADA description. Farm animals (such as ducks, rabbits, etc.) may be sold by vendors as long as they are placed in cages outside the market building and provided with shelter and shade. All vendors with farm animals should place a plastic sheet underneath the cage.

### **16. Music**

Electronic music or sound recordings at vendor booths must be kept at a reasonable decibel level during Market hours. Sound levels should not disturb neighboring vendors. Levels will be monitored by the Manager. Vendors selling recordings at their booths may provide headphones for customers to sample the recording. Vendors or other musicians who wish to play live music must contact the Market Manager for approval.

### **17. Tobacco, Alcohol and Drugs**

The TVFMA marketplace is tobacco and marijuana-free, to include e-cigarettes/vapes. The customer parking lot and designated vendor smoking area are designated as approved smoking areas. The use or distribution of alcohol, drugs, or any illegal substance is prohibited on Market property.

## **18. Bicycles**

Bicycles, skateboards, and roller skates/roller blades are not allowed in the Market area. Please park bicycles outside at the provided bike racks.

## **19. Safety**

Electrical cords may not cross walkways, to prevent a tripping hazard. Appliances or apparatus used to heat food must meet current electrical standards and not overload the Market's circuit capacity. Due to inadequate power capacity, **electric space heaters are not allowed for personal use.**

Vendor using any apparatus producing an open flame including propane heaters or other outdoor heating devices must be located in an outside vendor area. Such units must also be located so as not to endanger other vendor's tents, displays, etc. Any vendor using these items must have an approved fire extinguisher on site.

**Tents and displays must be anchored** (20 pound minimum per leg) to prevent blow-over or damage to neighboring vendors. Vendors shall not drill into the blacktop in order to anchor their tents. Drilling into the blacktop damages and degrades it. Vendors in violation of this policy shall be required to patch any holes made with a method approved by the Manager, and will be subjected to disciplinary action as stated in section 32 of the policy manual. To prevent damage and injury to neighboring vendors, tent anchors should be the last item removed during breakdown.

**Please bring concerns about any unsafe condition or practice to the attention of the Market Manager.**

**In the event of inclement weather where lighting is present, vendors are permitted to leave their stands to seek shelter at their discretion.**

## **20. Food Vendors and ADEC Regulations**

All food vendors, home and commercial, must comply with Alaska Department of Environmental Conservation (ADEC) rules. The Market is inspected by ADEC as per Alaska Administrative Code, Title 18: Chapter 30 (Environmental Sanitation) and 31 (Food Code).

Commercial Kitchens – Food vendors working out of commercial kitchens are responsible for working directly with ADEC to insure compliance with all applicable ADEC requirements. A copy of their Commercial Kitchen Permit must be kept on file with the Market Manager. Vendors selling products under the Homemade Food Rules shall have a current Food Handlers Permit and include a copy with their application. Hot food produced under the Homemade Food Rules is not permitted to be sold at the Tanana Valley Farmers Market.

Styrofoam packaging is not permitted at the Market.

## **21. Sprouts and Mushrooms**

Sprouts are considered to be potentially hazardous food products by ADEC and must be produced in an ADEC permitted facility in order to be sold at the Market. Guidelines are available through ADEC.

Wild mushrooms are regulated as per Alaska Administrative Code statute 18AAC31.060 – “Labeling, placarding and consumer advisory”:

The operator of a food establishment that sells, uses, or serves mushrooms picked in the wild shall ensure the mushrooms are conspicuously identified by a label, placard, or menu notation that states

- i. the common and usual name of the mushroom; and
- ii. the statement “Wild mushrooms, not an inspected product”

Cultivated mushrooms are not regulated by ADEC if sold as freshly harvested.

Processing of mushrooms, wild or cultivated, is regulated. ‘Processing’ includes but is not limited to drying, cutting and slicing. Contact ADEC for guidelines.

## **22. Coupons and Tokens**

Vendors participating in the Women, Infants, and Children’s Nutritional Program (WIC) and the Senior Nutrition Program (SNP) are responsible for obtaining and following WIC and SNP rules and regulations. Only fresh, unprocessed produce may be exchanged for WIC and SNP coupons, and no money may be given as change. Income received by vendors from coupons will be included in the day’s gross income. Vendors must apply to the state WIC offices in order to be a WIC/SNP vendor, and may not accept coupons until after their application has been approved. Fruit and Vegetable Vouchers (FVV’s) have somewhat different requirements; it is the vendor’s responsibility to be thoroughly familiar with the information provided to them regarding the different vouchers.

Recipients of the QUEST food stamp program can swipe their QUEST card at the Market’s info booth and receive wooden tokens to spend on food items in the Market. These tokens come with values of \$1 and \$5 and can only be spent on QUEST Food Stamp program eligible foods, such as: bread products, produce, eggs, seeds and plant starts which produce food to eat. No change can be given to customers using these tokens. Only vendors participating in the QUEST token program can accept these tokens. All tokens accepted by vendors must be returned to the market the day they are received. The Market Manager has the forms needed to participate as a vendor.

## **23. Art and Crafts**

Arts and Crafts may be offered for sale at the Farmers Market under the same standards of quality and within the ‘Made in Alaska’ provisions reflecting either substantial skills in crafting the product and/or that a substantial portion of the materials be Alaskan and self-made. The Market Jury Committee will review all art and craft applications prior to approval of membership and reserves the right to reject or refuse the sale of products that may be deemed unsuitable, objectionable, or failing in some other way to conform to the character and quality of TVFMA standards and mission statement.

#### **24. Nonprofit and Political Organizations**

The involvement of nonprofit organizations at the Market will be approved on a case-by-case basis by the Market Manager and/or Board of Directors. Due to the non-profit status of the Market as incorporated under Alaska State Statutes, political organizations cannot participate at the Market per Alaska State Statute, Title 10, Chapter 20. **No solicitation will be allowed.**

#### **25. Space Selection**

Pre-assigned spaces both indoor and outdoor, will be decided by the Market Manager. Whenever possible, a reasonable effort will be made to locate established vendors in their traditional selling space within the following guidelines:

Priority to pre-assigned spaces will be given to:

- 1) Vendors who have consistently shown that they will be present both Wednesdays and Saturdays (tent may remain in place)
- 2) Vendors who have consistently shown that they will be present every Saturday (tent may not be left in place)

Pre-assigned spaces will be forfeit following three unexcused absences as per #4 in the policy manual.

Vendors with a pre-assigned space who will be absent for more than two consecutive market days must remove their tent prior to departure.

Any items, to include tents, left on-site between Market days are left at the vendor’s own risk. The vendor is responsible for damages or injury caused by their property.

**Indoor spaces** – Priority assignment of 8’ long x 5’ deep indoor spaces with vehicle access will be given to produce vendors who sell on a regular basis. Priority assignment of remaining 8’x5’ indoor spaces will be given to vendors offering at least 75% agricultural/horticultural products. Smaller volume vendors will be assigned any other spaces as available.

**Outdoor spaces** – Vendors may only set up in assigned 10’ by 10’ spaces, or in spaces otherwise configured and approved by the Market Manager.

**Food Vendor Stalls** – The wooden food vendor stalls are assigned at the start of the season. There are a limited number of stalls and a high demand for them. By nature these stalls are not usable by a fill-in vendor if the assigned vendor is absent. Empty stalls do not look good for the Market. For this reason, if an assigned vendor is absent for three days during a season, they will lose the stall.

**Variance policy** – A variance for two spaces is decided upon by the board of directors using the following criteria as a guide. A vendor's selection will be based on the criteria they exhibited the previous season, a variance is not guaranteed, and space limitations also impact the determination by the board. Variance requests must be submitted in writing by the last day in April, variance determinations will be made at the May board meeting prior to the first day of market. Variance requests must include reason for request, and the duration of the request. Hot food vendors do not qualify to receive a two space variance

Criteria:

A vendor is 85% agricultural.

A vendor was a voting member the previous season.

A vendor has had daily sale above \$2500 in the previous season.

A vendor has sales above \$25,000 the previous market season.

A vendor is represented by the owner 85% or more.

A vendor has exhibited proper usage and need of two spaces in previous season.

## **26. Storage of Vendor Items in the Market Building**

All vendor items including merchandise, display tables, etc. are stored **at the vendor's own risk**. Vendors must store items in a way which does not restrict access to the doors for closing and opening the Market or which compromises other vendors' merchandise. Stored items must be stored on a wheeled cart or be easily movable. A weekly \$5 fee is assessed for items stored inside the market building. **Stored items must be removed from the Market building at least two hours prior to Market opening.**

All vendor items including merchandise, display tables, etc. are stored at the vendor's own risk. Vendors must store items in a way which does not restrict access to the doors for closing and opening the Market or which compromises other vendors' merchandise. Stored items must be stored on a wheeled cart and easily movable. A weekly \$5 fee is assessed for items stored inside the market building. The market reserves the right to limit the footprint of stored items, subject to demand. Stored items must be removed from the Market building two hours prior to Market opening.

## **27. Board Meetings**

The TVFMA Board of Directors holds regularly scheduled monthly meetings. Vendors are encouraged to attend meetings. Concerns should be submitted in written form and given to either the Market Manager or any Board member prior to the meeting so that it may be added to the agenda. Rules of decorum must be followed and will be enforced.

## **28. Committees**

The purpose of committees is to assist the Board of Directors. The Board is in charge of directing the work of the committees, and defining the scope of their activities.

Appointments for open committee seats are made annually at the spring meeting. The Board may create or disband non-standing committees as necessary. The three (3) standing committees are defined in the Bylaws:

1. **Conflict Resolution Committee** – This committee’s function is to resolve disputes, as per Section 1.3 of the TVFMA Bylaws: “Disputes as to eligibility or right to participate in the Market shall be resolved by the Conflict Resolution Committee.” In addition, the Conflict Resolution Committee rules on unresolved issues between a vendor or vendors and the Market Manager. The Chair of the Conflict Resolution Committee is the person holding the seat of Vice President of the Board of Directors.
2. **Finance Committee** - This committee is composed of the Treasurer and volunteer vendors who aid the Manager with receiving, counting, and recording assessments at the end of each market day.
3. **Jury Committee** - This committee is composed of members elected in the spring meeting and headed by the Secretary. It is responsible for reviewing applications for art and craft vendors for adherence to market standards and quality along with the Manager.

## **29. Newsletters and Flyers**

Any newsletters or publications representing the TVFMA must be submitted to the Market Manager and/or the Board of Directors for approval prior to distribution.

## **30. Logo Use**

Anyone who wishes to use the TVFMA logo must apply, in writing, to the Board of Directors for approval prior to use.

## **31. Discrimination and Harassment**

Members of the TVFMA, Market employees, and other persons selling at the Market or participating in Market functions, whether dealing with customers of the Market or with other Market vendors, shall not discriminate against any individual with regard to selling of products, hiring, promotion, discipline, or other matters because of age, sex, race,

creed, color, national origin, sexual orientation, or the presence of any physical, mental or sensory disability. All vendors, members, and employees of the TVFMA shall behave toward all customers, contractors, potential customers and other TVFMA members in a way that is free of harassment and discrimination. Complaints should be written, taken first to the Market Manager and then to the Conflict Resolution Committee then to the Board of Directors and will be handled with confidentiality. Complaints involving market manager or staff of the farmers market should be referred to the Conflict Resolution Committee then to the board of directors.

### **32. Violations of Market Rules and Policies; Sanctions**

Either the Market Manager or a majority of the members of the Conflict Resolution Committee are authorized to give notice to vendors of any violation of Market rules, regulations or policies as follows:

**Step One:** Notice of a **first violation** shall be **informal and oral**. The violation shall be specifically identified and the warning shall be accompanied by a copy of the Policy Manual and a written receipt of the notice.

**Step Two:** Notice of a **second violation in the same season** shall be **formal and in writing**. A copy of the warning notice, initialed by the vendor and the Market Manager, shall be kept on file.

**Step Three:** Sanctions for a **third violation in the same season**, in addition to requiring the **vendor to leave the Market for the balance of the day**, will be at the discretion of the **Conflict Resolution Committee and may include:**

- Suspension from the Market for a period of time, up to one (1) year;
- Revocation of membership in the TVFMA for a period of time up to three (3) years;
- Payment of a fine as a condition to continued Market privileges or membership in TVFMA; or
- A combination of one or more of these sanctions.

Only the Conflict Resolution Committee, in consultation with the Board of Directors, may impose a sanction other than requiring a vendor to leave the Market for the balance of the selling day. The Conflict Resolution Committee and/or the Board of Directors, at their discretion, may invite the member to appear before them prior to imposing any sanction, but are not required to do so.

Violations occurring at the market involving illegal conduct, or that have the potential to cause harm to another vendor or customer may not be required to go through the three step process and may have their membership revoked, temporarily or permanently, upon a board decision. The Conflict Resolution Committee and/or the Board of Directors may invite the member to appear before them prior to imposing any sanction, but are not required to do so.

### **33. Appeals of Notice of Violation/Sanctions**

1) A member may appeal any notice of violation. Notice of the appeal must be in writing, delivered and received by the Market Manager, the chair of the Conflict Resolution Committee, or the president of TVFMA, not later than ten (10) days after the date on which the notice of violation or the imposition of a sanction was given. Failure to give timely notice of appeal waives the right to appeal.

2) Not later than thirty (30) days from receipt of the notice of appeal, the Conflict Resolution Committee or the Board of Directors, as the case may be, shall schedule and conduct a hearing to consider the member's appeal. The member shall be given not less than ten (10) days written notice of the date, time, and place of the hearing. Once the date and time of the hearing is set, continuances of the hearing shall be granted only on approval of a majority of the Conflict Resolution Committee or the Board of Directors, as case may be. A member who fails to appear at a scheduled hearing waives the right to further appeal.

3) At an appeal, the member has the burden of showing that the notice of violation is improper, that the sanction is inappropriate, or both. The Conflict Resolution Committee or the Board of Directors, as the case may be, shall control the proceedings. In its discretion, and with no obligation that it do so, the Conflict Resolution Committee or the Board of Directors, as the case may be, may appoint an impartial third party to hear the appeal. Any decision shall be in writing.

### **34. Appeals of Other Issues**

Any vendor/member, Market staff person, or Board Member who feels that his/her rights as a member of the TVFMA have been violated; or who feels that another vendor, Market staff person, or Board Member has acted outside of their authority or position in a way which has harmed that individual or the Market as a whole, may appeal the issue. The appeal should be in writing, and include: a clear and accurate description of the situation and any action either taken or contemplated by the aggrieved person(s). Copies of the appeal should be given to the President of the Board and to all others involved in the matter. The President of the Board will acknowledge receipt of the appeal and recommend, in a timely manner, possible resolution of the situation. Actions taken by the President to address the appeal may include mediation between parties, referral of the parties to the Conflict Resolution Committee, or final ruling by the Board of Directors.

The Tanana Valley Farmers Market Association (TVFMA) is incorporated under State of Alaska Statutes for Non-Profits, Title 10, Chapter 20 and operates as a State of Alaska nonprofit organization, and a Federal 501c3 non-profit

This Policy was adopted by the TVFMA Board of Directors  
April 1997

Reviewed & Revised by Policy Committee and the Board of Directors:  
May 1997, August 1998, February 1999, January 2000, April 2001, March 2008,  
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