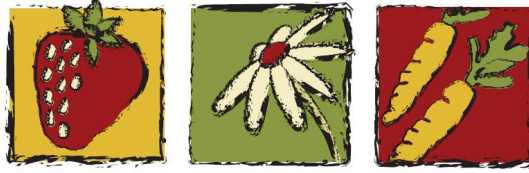


Auburn Int'l Farmers Market



AUBURN FARMERS MARKET (AFM) 2022 RULES and REGULATIONS

Thank you for your interest in the 2022 Auburn Farmers Market (AFM).

Mission Statement: The Market provides a convenient venue for local farmers and artisans to provide access to healthy, fresh, locally sourced food and products to area residents. The Market is a vibrant gathering place where visitors can learn about healthy food choices, and overall health and well-being.

The Auburn Farmers Market (AFM) is overseen by a Market Manager and is supported by the City of Auburn.

Location: Les Gove Park
Address: 1140 Auburn Way S, Auburn, WA 98002
Dates: Sundays, June 5 through September 18, 2022
Hours: 10:00 AM to 3:00 PM

I. PRODUCT POLICIES AND GUIDELINES:

A. Farm Products

The AFM strives to provide a marketplace where fresh wholesome products are sold. All products must be grown, raised, produced or gathered by the vendor in Washington State, according to Washington State Farmers Market Association (WSFMA) Guidelines. Seafood must originate from the greater Pacific Northwest (WA, OR, Alaska or British Columbia, Canada). Vendors will be required to verify fish origination. On occasion, to provide particular types of products not otherwise available, or in sufficient quantities to the Market, the Market may allow resale of product(s) not grown by the vendor. Microgreens must be labeled that the product needs to be washed before eating.

Resellers: If a farm product is not produced by the vendor, the vendor may be considered a Reseller.

- Resellers are sellers of crops that cannot be grown reliably, or are not offered for sale in sufficient quantity, by Farmers selling at the Market, as determined by the Market Manager.
- Resellers are expected to be the **only** stop between the grower and the consumer. The product they buy must not come from shippers, warehouses, jobbers or wholesale distributors.
- All farm products must be grown in the state of Washington. Products grown out of the state of Washington will not be approved for sale at the AFM.

- Resellers must obtain either a Cash Buyer’s License or a Dealer’s License, as determined by the WSFMA and the Washington State Department of Agriculture (more information on pages 5-6).
- Resellers may sell any produce they grow themselves on their own property.
- Resellers must have all crops pre-approved by the Market’s governing body before delivering the crops to Market for sale. Approved, resold crops must be specifically limited, so as not to compete with the crops of Farmers within the geographic vendor boundaries of the Market.
- All Resellers, must label their products as being resold if they are selling products which they have not grown, raised, or harvested themselves on property that they own, lease, or rent.
- All information declaring which products are resold must be available and displayed for the consumer to easily read. Signage must clearly state which farm(s) produced the products; other terms synonymous with “resold” may be substituted.
- Resellers from outside the state of Washington are not allowed to sell at the AFM

B. Food Sampling

The general public is not allowed to offer samples at the Market. Only approved and accepted vendors are allowed to offer samples on-site. Sampling for 2022 is subject to the State’s COVID restrictions.

All prepared food vendors and others wishing to offer samples must be approved by the King County Public Health Department.

Vendors who wish to offer samples of foods or food products, including microgreens, to customers must contact the Market Manager and show satisfactory proof of compliance with requirements of the Seattle & King County Department of Public Health, if any, and with the applicable requirements of other agency(ies) regulating such activity. Sampling of food products must be in accordance with Seattle & King County Department of Public Health and other applicable regulations. Additionally, the vendor must provide hand-washing facilities and/or products in the booth, must protect the food samples from contamination, and must provide the food samples with single service appropriate utensils to handle the food samples, such as toothpicks, disposable spoons, forks, or bakery paper. Food can only be handled with tongs, bakery paper, scooper, or disposable rubber/plastic gloves. **Bare hand contact with food is not allowed.** Cutting implements must be cleaned with soap, running water, and paper towels, or as otherwise required by applicable health regulations.

C. Processed Goods

The Market accepts certain value-added items which are grown and/or made by the vendor such as baked goods, preserves, wine, cheese, sausage, and smoked meats or fish. All processed foods must be labeled with the product name, ingredients, net weight, price, vendor’s name, and address. Vendors must meet State and King County requirements for food handling and processing. Vendors offering samples of their products must contact the Market Manager and comply with the AFM food sampling guidelines.

D. Prepared Foods

Prepared food vendors and their menus must be approved by the Market Manager. Prior to selling at the Market, all prepared food vendors must show appropriate Washington State Department of Health certification to the Market Manager. Vendors must meet State and King

County requirements. Permits must be displayed in public view during Market hours. All prepared food processor trailers must comply with applicable Health Department Regulations.

E. Hand Crafted Items

All craft products must be handcrafted in Washington State by the vendor, in compliance with the Washington State Farmers Market Association (WSFMA) guidelines and approved by the Market Manager. Product selection will be based on quality, originality, and compatibility with the existing market mix provided craft vendors do not exceed ten percent of the total number of vendors on a given market day.

F. Non-Profits

Non-profits must provide proof of non-profit status. Non-profits are allowed on-site a maximum of two market days, on a space available basis, as determined by the Market Manager. Non-profit booths are limited to one stall space. Non-profits are not allowed to give away or sell items that may conflict with other vendor sales. Any products a non-profit wishes to give away must be preapproved by the Market Manger.

Non-profits are not allowed to sell food or host bake sales at the Market. Unless, the food is approved and permitted through King County Public Health.

II. VENDOR SELECTION

Vendors are selected annually by the Market Manager. Agricultural products will be given priority over other product categories or crafts. Selection will be based on quality, originality, and compatibility with the existing market mix, as well as with vendor performance. No vendor has a guaranteed return right from season to season. The Market generally does not offer exclusive rights to vendors to sell any one product. However, if the AFM believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry. All selected vendors must complete and sign a vendor application each season prior to selling at the Market. Appropriate applications, Health Department permits and pre-paid fees must be resolved prior to the Vendor's booth opening.

As a member of the Washington State Farmers Market Association (WSFMA), the AFM does not allow the following vendors to sell at the Market, unless said vendor falls within an 'Exception' as determined by the Market Manager. In all cases, these items are restricted from being sold in a WSFMA Market because the products are either not produced, processed, or created in Washington State by the vendor; or funding, marketing, or other assistance given to vendors comes from a source separate from the vendor. However, vendors who are not allowed to sell at WSFMA Markets may be allowed to sponsor market events/activities, as long as they are not selling or taking orders to sell.

- No commercial or imported items at the Market;
- No second hand items (Exception: Those vendors who take a second hand item and recycle that item into a new use);
- No franchises: Those who have entered into an agreement or received a license to sell a company's products and/or use a company's packaging, logo, ingredients, and/or marketing tools under that license or any franchise agreement;
- No non-owner operated businesses: Only those businesses that are operated and controlled by their Washington State-based, or border states-based (Oregon and Idaho), owners are permitted at WSFMA Markets; and

- No out-of-state processing: All processed products sold at WSFMA Markets must be processed within Washington State, or the border states, Oregon, and Idaho.

III. FEES, SALES REPORTING, AND PAYMENT

A. Fee Schedule

A fee schedule for all Market stalls will be established by the Market Manager prior to each market season. All stall fees must be paid by 5 p.m. on the Friday prior to the Market Sunday.

B. Reporting Sales

Vendors agree to report total sales to the Market Manager at the end of each selling day.

C. Fees

\$5 annual application fee for non-profit vendors. \$20 annual application fee for all other vendors.

\$10 stall fee for non-profits (on a space available basis). \$30 stall fee (10'x10') space per Market Sunday for all other vendors.

In light of no discounts being offered and the COVID-19 pandemic, we have reduced our stall fee from its regular \$40 amount to \$30. This fee is only valid for the 2022 season.

If Market weights are provided to the vendor, vendor will be charged \$15 per each day weights are provided.

D. Cancellations

Vendors who cannot attend on a Market day must submit written notice to the Market Manager by 5 pm on the Friday prior to Market Sunday. If written notice is given, vendor may request a refund (minus \$5 administrative fee), or apply the balance of their pre-paid stall fees toward a future Market date. If written notice is not given by 5 pm on the Friday before the Market day, stall fees will not be refunded or applied to future Market dates.

More than two (2) non-appearances may result in loss of assigned space privileges or vendor may be placed on waitlist.

E. Force Majeure

Any delay or change of the Market dates shall be excused. If Market Sunday is prevented, delayed or otherwise hindered by any act not within the control of the City such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government, the stall fees shall be refunded and/or credited toward a future Market date.

IV. LICENSE, PERMITS, TAXES AND INSURANCE REQUIREMENTS

A. Unified Business Identifier (UBI) Number

The Washington State Department of Revenue requires the AFM to verify that its vendors are registered to do business in the State of Washington. Unless a vendor is exempt by law, the vendor must supply the Market with a state UBI number. Vendors do not need a City of Auburn business license.

B. Permits and Taxes

Vendors are responsible for obtaining all necessary permits, inspections (food, agricultural & nursery plants), and paying their own taxes.

C. Insurance Requirements

If Vendor is required to have insurance, Vendor shall provide evidence of the following insurance coverage to the Market.

Commercial General Liability (“CGL”) insurance with limits no less than \$2,000,000 for each occurrence and \$2,000,000 general aggregate. The policy must specifically state that Market Vendor has Liquor Liability coverage for off-site alcohol events.

A copy of the Certificate of Insurance, and endorsement naming the Auburn Farmers Market or City of Auburn as a noncontributing additional insured, shall be provided to the Market before the contract is finalized. The Market reserves the right to request certified copies of any required insurance policies. The Market may require increased limits. Market Vendor’s insurance shall be primary insurance with respect to the Market and any payment of deductible or self-insured retention shall be the sole responsibility of Market Vendor.

Market Vendor shall provide the Market with written notice of any policy cancellation or alterations, within two business days of their receipt of such notice.

Failure on the part of Market Vendor to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the Market may immediately terminate this Agreement in part or its entirety.

C. Liability

Auburn Farmers Market highly recommends vendors obtain general liability and product liability insurance. **The Auburn Farmers Market is not responsible for any loss or damage incurred or caused by Vendor.**

D. Reseller License

Resellers must obtain a Cash Buyer License to vend at the AFM as determined by the Washington State Department of Agriculture. Any person who purchases agricultural products for re-sale must be licensed each year as a commission merchant, dealer, or cash buyer by the Washington State Department of Agriculture Commission Merchants Program.

F. Cash Buyer License

A Cash Buyer License is required for anyone who 1) buys produce for the purpose of reselling, and 2) pays cash at the time of taking possession. A cashier's check, certified check, or bank draft may be used in lieu of cash, but no personal or business checks may be used. A Cash Buyer may not deal in livestock, hay, grain, or straw. A Cash Buyer License costs \$135 per year.

A Produce Dealer License is similar to a Cash Buyer License. It is required for anyone who 1) buys produce for the purpose of reselling and 2) pays the grower by personal check or buys on credit. A Produce Dealer License is \$605 and the licensee must be bonded for \$10,000.

V. SET-UP AND TAKE-DOWN

Prior to setting up, all vendors must check in with the Market Manager. **Vendors may set up beginning at 7 AM.** Vendors should unload promptly and then move vehicles off-site before setting up their stall. At 3 PM vendors will cease selling and promptly take down their stall space. **Vendors must not leave their stall area to retrieve their vehicle until their stall is completely taken down, after 3 PM.**

Vendors are required to remain at their stall spaces until 3 PM unless other arrangements are made with the Market Manager. If needed, the Market Manager or assigned market volunteer will relieve vendors for a break. If vendor sells out early, post a "sold out" sign and notify the Market Manager.

A. Stall Space/Location

Each vendor will be assigned a 10' x 10' stall space on a priority basis as follows:

1. Prepaid vendors.
2. Farmers.
3. Returning AFM vendors.

Vendors will provide their own tables, chairs, canopies, signs, and other desired display materials in accordance with Market regulations. The vendor sales area must not extend beyond the allotted boundaries of the stall space unless preapproved by the Market Manager. Display and selling techniques must not impair other vendors' ability to sell, nor create a hazardous situation for customers.

B. Punctuality

All vendors must be at their stall 30 minutes prior to the opening of the Market. Unless prior arrangements have been made with the Market manager, stalls will not be held for an assigned vendor who does not show up at the designated time. All vehicles must be off the Market site 30 minutes prior to the opening of the Market.

D. Canopies/Umbrellas

Canopies or other booth covers are required to be flame retardant and must have weights sufficient to keep the covering in place. Canopy weights must be in place from setup until take down. Each tent leg or umbrella must be securely weighted down with 20 - 25 or more pounds of weight at all times in order to sell at the Market. Any damage incurred by a vendor due to insufficient weights will be at that vendor's expense. The AFM has a limited number of weights

available for rent at a cost of \$15.00 per set of four, per Market day, payable before the close of the same Market day.

Vendors without adequate canopy weights will (1) be given a **verbal warning the first day they are without weights**. If vendor does not obtain canopy weights by the next market they attend, then (2) a **written warning** will be given. If the vendor does not obtain weights by the third Market thereafter, (3) vendor will be **charged \$15** and weights will be provided by AFM for that day. If AFM will be providing vendor with canopy weights, AFM is responsible for carting weights to the Vendor's canopy. AFM is also responsible for picking up weights at the end of Market day.

Vendor will continue to be charged \$15 per Market day until they provide their own weights.

E. Safety

Tables must have smooth edges, remain stable when loaded with product, and have legs locked firmly into place. Canopies must be tied down or weighted. Tarp poles must not obstruct traffic flow and care must be taken when setting up or taking down displays. All vendors utilizing heat must have fire extinguishers in their booths. Prepared food vendors are permitted to use only gas/propane/electrical cooking equipment. **No charcoal briquettes allowed.**

F. Electricity

Electrical power is not available for vendors. Vendors are solely responsible for any injuries that may arise as a result of generators or power sources. Vendor shall defend, indemnify and hold harmless the City, its agents, employees and officials, from all causes of action, demands and claims, including the cost of their defense, arising as a result of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of Vendor, its employees, representatives, concessionaires of the event, or any other person or entity, except for liability caused due to the sole negligence of the City.

G. Generators

To be mindful of noise to other vendors and patrons, generators must produce a noise level of less than 70 decibels.

H. Stall Clean Up/Trash Removal

Vendors are required to maintain their individual selling space in a clean, safe and sanitary manner, including protecting the pavement from drips from any part of the vendor's vehicle. Each vendor is responsible for keeping their booth space clean during the Market and for complete clean-up of their space at the close of the Market. This includes taking any trash or garbage that is generated in or around a vendor's booth and sweeping up any product debris left on the ground. Vendors should bring their own brooms and dustpans. Vendors are permitted to use the dumpsters next to the storage building on-site as long as ALL trash is properly bagged. Trash bags will not be available.

VI. BOOTH MERCHANDISING, REQUIREMENTS AND CERTIFICATIONS

A well-presented stall will convey a message of confidence to market buyers. Easily visible signs, well organized product, display and easy access may result in increased sales. The Market Manager will visit your stall from time to time throughout the season and may make

suggestions with the aim to enhance the appearance and help provide a successful future at the AFM. We thank you in advance for your readiness and cooperation in making any changes. AFM does not guarantee additional profits.

A. Signage

Each booth space must prominently display a sign clearly identifying the farm or business by name and location. Signs, including those indicating the names and prices of all products sold, must be displayed and include the following to reflect 'locally grown' products in accordance with AFM Regulations:

- Product name
- Grown at (farm name if applicable)
- City and State where product was grown
- Price per pound

Failure to comply with signage requirements set forth in this document may result in the offending vendor being denied the opportunity to participate in the AFM. If a vendor wishes to return to the Market, they must show proof of adequate signage as described above and communicate a confirmation of return to the AFM with the Market Manager.

Products labeled "organic" or verbally referred to as "organic" must be certified as required by Washington State law. Farmers selling both organic and non-organic produce at the same stand must physically separate the non-organic produce from the organic produce and clearly label as nonorganic, transitional, or conventionally grown. Products which cannot be certified such as "unsprayed," "pesticide free," or "low spray" will need a notarized affidavit attesting to how these procedures are followed. This affidavit will be kept with the Market Management for the season. Consumer queries regarding farming practices must be answered factually.

Failure to comply with this requirement will result in the offending vendor being denied the opportunity to sell said products at the AFM.

B. Pricing

Pricing of goods is the sole responsibility of the vendor. The Market Manager does not have the authority to set prices. However, below-cost pricing is discouraged. This does not include sampling.

C. Health Practices and Permits

All vendors must adhere to sanitary procedures as outlined by the Seattle-King County Department of Public Health. All prepared food vendors and others wishing to offer samples must be approved by the Health Department. Any vendor found selling contaminated foodstuffs or produce or selling at the Market without proper health precautions shall be suspended from selling until satisfactory clearance has been obtained from the Health Department and the Market Manager. All vendors must dress appropriately. Shoes and shirts are required. Pets are not allowed in food preparation area. **Smoking is not permitted in the Market area or anywhere on Les Gove Park campus due to a new smoke free park policy in the Auburn City Code Chapter 2.22.** Vendors wishing to smoke must leave the market site. After smoking, vendors must wash their hands before returning to their stall. Alcohol consumption or the consumption of any Federally illegal substance is prohibited. Failure to comply with this requirement will result in the offending vendor being denied the opportunity to participate in the AFM

E. Weights, Measures and Labeling

All weighing, measuring instruments, or devices must be accurate and registered as legal for trade and meet local and/or state regulations for commercial scales. Devices must be placed in full view and readable to customers at all times. Devices may be checked for accuracy at the Market site by the Washington State Department of Agriculture's Weights and Measures division. Pre-packaged products must be labeled with the quantity and/or amount.

F. Radios

Vendors are not permitted to play radios during market hours unless otherwise discussed and approved by the Market Manager.

G. Plastic Bags

Washington state plastic bag ban effective October 1, 2021. All single-use plastic carryout bags are banned at the Auburn Farmers Market. Any single-use plastic bags purchased before October 1, 2021 can be used at the Auburn Farmers market until they are gone.

Vendors may charge a \$0.08 fee for all recycled content paper or wheat straw paper carryout bags and for all reusable carryout bags made of thick film plastic.

Vendors must provide a receipt to customers for the \$0.08 fee or include as a line item on the receipt.

Vendors should report the &0.08 fees as revenue on their B&O taxes.

Vendors may NOT charge the \$0.08 fee when shoppers using SNAP (EBT), SNAP Market Match, WIC FMNP and probably Senior FMNP.

H. Single-Use Plastics

Require food service businesses to only give customers disposable serveware upon request, including plastic utensils, straws, condiment packages, and cup lids for cold beverages.

VII. MARKET MANAGER

The Market Manager coordinates all the activities of the Market and implements Market policies, including oversight of the Market set-up and clean-up, daily assignments, collection of all stall fees and sales information, and assuring vendor compliance with all AFM rules, regulations and policies. The Market Manager also acts as a conduit of information between the vendors, volunteers, customers and the Parks Department. The Market Manager has complete authority to interpret and implement Market policy.

VIII. LOGO USE

Participating vendors are encouraged to include the AFM logo on their website. All other use is prohibited without the permission of the City of Auburn.

IX. CHILDREN

Vendors need to keep a watchful eye on their children at all times. The Market can take no responsibility for the safety or whereabouts of vendor's children. Children under the age of ten years cannot be allowed to wander about the AFM and surrounding areas unsupervised. Vendors must also comply with all regulations regarding any employment of minors. Failure to comply with this requirement will result in the offending vendor being denied the opportunity to participate in the AFM.

X. EBT and SNAP Market Match

AFM accepts EBT Tokens (food stamp benefits) and an EBT matching program, SNAP Market Match. For consistency of the program and clarity for the customer, AFM requires that ALL Vendors with eligible food items to participate in these programs. This includes Vendors with fresh fruit and vegetables, eggs, meat, fish, poultry, dairy, honey, cheese, and seeds and plants intended for growing food. Non-food and prepared, ready-to-eat foods are not eligible for this program. There is no cost to Vendors to participate in this program. Vendors will be responsible for submitting tokens and EBT matching program currency to AFM at the end of each market. The AFM will pay Vendors by mailed check twice each month during normal check runs.

EBT Tokens can only be used for: Breads, fruits, vegetables, fish & poultry, eggs, dairy products, honey, seeds and plants which produce food for the household to eat.

SNAP Market Match can only be used for: Fruits, vegetables and plants which produce food for the household to eat.

There shall not be a minimum purchase requirement for EBT or SNAP Market Match products. **No** cash can be given as change for EBT tokens or the EBT matching program currency. Customers **Cannot** purchase prepared food or crafts with EBT tokens or the EBT matching program currency.

Qualifying vendors will be supplied with a red market bag at the beginning of each Market. Vendor will keep EBT and SNAP Market Match currency in this bag. At the end of each Market, vendor will return the bag to Market staff, who will safeguard the contents of the bag and count/confirm the currency amount with the vendor and another staff member on-site at the end of the Market day at the EBT booth. Staff will record the currency amount on a receipt, sign it, and provide a copy for the vendor's records.

The receipt will go to the City's Finance Department, who will process it for reimbursement as a part of the regular invoice cut-off/check run dates. Checks are scheduled to be printed and mailed out twice each month, on the Tuesday after Council meets. Due to staff out of the office, holidays, and other delays in processing, the AFM cannot guarantee reimbursement checks will be processed twice a month. The Market Manger can ensure the counting and receipting of currency is completed in a timely manner. However, delays beyond the control of Market staff sometimes occur in the Finance Department

XI. ANTI-HARASSMENT/DISCRIMINATION POLICY

It is the City's policy to provide a work environment for its vendors and staff which is harmonious and free from intimidation and harassment. The City is committed to ensuring that the practices and the conduct of all its vendors and staff comply with the requirements of federal and state laws against employment discrimination. The City expects all vendors and

staff to work in a manner that respects the feelings and dignity of their co-vendors. It is the policy of the City that all vendors and staff have a right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, age, marital status, sexual orientations, veteran's status, presence of a disability, or presence of any other protected status or characteristic.

Vendors or staff who, in good faith, report legitimate workplace harassment will not be subjected to any form of retaliation. Any vendor or staff responsible for any retaliatory conduct will be removed from the Market.

For more details of the Anti-Harassment/Discrimination policy, types of harassment, and examples, please see the Workplace Harassment Policy #200-04.

XII. CODE OF CONDUCT

The purpose of this Code of Conduct is to promote a pleasant atmosphere of cooperation and support at the Auburn Farmers Market and to assure a safe and friendly environment.

All persons shall conduct themselves in a manner which will maintain a safe, pleasant, considerate, and friendly atmosphere.

Violations of code of conduct

The following are examples of violations of the Code of Conduct:

1. Alcohol, tobacco, or illegal drug use.
2. Discrimination on the basis of race, color, sex, religion, gender, national origin, age, marital status, sexual orientations, veteran's status, creed, political ideology, ancestry, presence of any sensory mental or physical handicap, or presence of a disability, or presence of any other protected status or characteristic.
3. Use of lewd or profane language.
4. Abusive behavior including verbal harassment, menacing actions, physical violence, sexual harassment.
5. Destruction, damage, or theft of property at the Market site.
6. Interference with the operation of vendors, presentations, demonstrations, entertainment, or services.
7. Interference with the activities of other persons.
8. Interference with the work of staff or volunteers.
9. Poor personal hygiene which interferes with participation of others in the Market.

Procedures for resolving violations of the code of conduct

1. Staff shall advise the person that the behavior is a violation of the Code of Conduct.
2. When appropriate, staff will refer the person to resources or agencies or contact the person's family for assistance.
3. Farmers Market participants/volunteers/staff should report any violations of the Code of Conduct to the Farmers Market Manager or to other staff if the Manager is not available.

4. The person violating the code of conduct may be asked to leave the Market site if the conduct does not stop.
5. Public safety officials may be called if the above procedures fail to halt the disruptive behavior.
6. Temporary or permanent exclusion from the Farmers Market is permitted for the Code of Conduct violations. Length of exclusion will be determined by severity of offense and if offense is repeated or habitual.
7. A written report of any verbal or written warnings and exclusion shall be prepared by the Farmers Market Manager and a copy forwarded to the Director of Parks, Arts, and Recreation.
8. This Code of Conduct shall be made available to participants and clearly posted.

Appeal of any decision

Appeal of any decision may be made in writing to the Parks, Arts and Recreation Director. If further review is requested, the Director's decision may be appealed to City of Auburn HR for a final ruling concerning enforcement of the Code of Conduct.

XIII. GRIEVANCE POLICY

The Market Manager has the right to impose disciplinary action at the Market on-site for violations of the AFM Rules and Regulations by vendors. For the purposes hereof, discipline means restrictions on vendor participation in the AFM for violations of the AFM Rules and Regulations. Disciplinary decisions of the Market Manager shall be delivered to the affected vendor(s) in person on-site. Additional follow up, if applicable as determined by the Market Manager may be delivered to the vendor off-site via a phone call, email, video, or a letter mailed to the affected vendor(s) at their mailing address as set forth on their application. Vendors who are aggrieved by a disciplinary decision of the Market Manager shall have a right to a hearing before the Auburn Parks, Arts, & Recreation Director regarding any disciplinary action imposed on them. Such vendor must submit a written request for a hearing before the Director by delivering the written request to the Market Manager within ten (10) days of receipt of the disciplinary decision.

The Market Manager however has the authority to take immediate action to expel a vendor from the AFM, when deemed by the Market Manager to be necessary for preservation of public safety. In the event of a public safety concern, the Market Manager shall advise the offending vendor of the concern and shall demand that the vendor cease the activity resulting in the public safety concern. If the vendor does not immediately cease such offending conduct, the Market Manager shall instruct the vendor to immediately leave with their produce, products, equipment and property. If the vendor fails to timely remove such produce, products, equipment and property, the AFM shall have removed all property of vendor from the premises at vendor's expense. In the event of any damage to vendor's property if/when removed by the Market Manager following the failure of the vendor to so remove, the AFM is relieved and discharged from any/all loss or damage caused by such removal. The AFM shall not be responsible for storage or safekeeping of property removed or left at the AFM site. Vendors having a dispute/conflict with the Market may, at any time, file a written grievance to the Parks Department. The Market Manager and Parks Department will review the complaint. The AFM is

a forum for the sale of locally grown produce and the sale of locally made products. Any uses that interfere with such uses shall be prohibited.